

AirwaveOps Subscription Terms of Service

Effective Date: December 1, 2025

1. Overview

These Terms of Service (“**Terms**”) govern access to and use of the AirwaveOps platform (“**Service**”). By subscribing to, accessing, or using the Service, the subscribing organization or individual (“**Customer**”) agrees to be bound by these Terms and any linked policies, including the AirwaveOps Privacy Policy (“**Privacy Policy**”). If Customer is using the Service on behalf of an organization, Customer represents and warrants they have authority to bind that organization to these Terms.

2. Definitions

2.1. “Customer Data” means data, content, text, files, metadata, and other information submitted to or processed by the Service on Customer’s behalf.

2.2. “Authorized Users” means Customer’s employees, contractors, or other individuals permitted by Customer to access the Service under Customer’s account.

2.3. “Subscription” means the set of enabled features and usage-based components that determine monthly charges.

3. Subscription, Usage, and Billing

3.1. Monthly Billing in Arrears. The Service is billed monthly in arrears (end-of-month billing) based on enabled features and usage counts as determined by the Service.

3.2. Month-End Snapshot. Usage and billing quantities are calculated as a snapshot as of the final day of each calendar month. Customer agrees that month-end snapshot quantities control billing for that month.

3.3. No Proration. Charges are not prorated. Once a calendar month begins, charges for that month apply even if Customer disables a feature, removes sites/locations, or requests cancellation mid-month.

3.4. Active/Inactive Items. Active and inactive stations/locations may be counted in the month-end snapshot according to the Service's configuration and Customer's account settings. Inactive items removed from billing due to Customer action or Service rules are applied beginning the following month.

3.5. Invoices and Payment Due. Invoices are due upon receipt unless otherwise stated on the invoice. Customer authorizes AirwaveOps to charge the payment method on file for all amounts due.

3.6. Taxes. Fees are exclusive of applicable taxes, duties, levies, or similar governmental assessments, unless otherwise stated.

3.7. Price Changes. AirwaveOps may change pricing or plan structure by providing notice through the Service or by email. Changes take effect no earlier than the next billing month unless required by law or agreed in writing.

4. Cancellation and Termination

4.1. Cancellation Requests. Cancellation requests must be submitted via a Support Ticket by any user designated as a Company Administrator.

4.2. Effective Date of Cancellation. Cancellations take effect at the end of the then-current calendar month. Customer remains responsible for all charges for that month.

4.3. No Early Cancellation to Avoid Charges. Because billing is calculated based on the month-end snapshot and charged in arrears, Customer may not cancel to avoid payment obligations for a month that has already begun.

4.4. Termination for Cause. AirwaveOps may suspend or terminate access to the Service for material breach, including nonpayment, unauthorized access, abuse, or unlawful use.

4.5. Effect of Termination. Upon termination, Customer's right to access the Service ends, subject to any limited access windows described in Section 7 (Data and Retention).

5. Late Payment, Suspension, and Reinstatement

5.1. Suspension for Nonpayment. If any invoice is unpaid when due, AirwaveOps may suspend Customer's access to some or all features of the Service until all outstanding amounts are paid in full.

5.2. Reinstatement Requires Payment in Full. Service will not be resumed until all unpaid invoices and any applicable fees are paid in full.

5.3. Collections. Customer is responsible for reasonable costs of collection to the extent permitted by law, including attorneys' fees and collection agency fees.

6. Account Access and Responsibilities

6.1. Authorized Users. Customer is responsible for all actions taken under Customer's account and by Authorized Users, including configuration choices that affect billing (such as sites/locations status).

6.2. Credentials. Customer must maintain the confidentiality of usernames, passwords, API keys, and other access credentials.

6.3. Compliance. Customer must ensure Authorized Users comply with these Terms and applicable laws. Customer is responsible for ensuring it has all necessary permissions and rights to provide Customer Data to AirwaveOps for processing.

7. Data, Retention, and Export

7.1. Ownership. Customer retains ownership of Customer Data. AirwaveOps does not claim ownership of Customer Data.

7.2. Processing. Customer instructs AirwaveOps to host and process Customer Data solely to provide and maintain the Service, support, security, and related operations.

7.3. Retention After Termination. After termination or suspension, Customer Data may remain accessible for a limited period determined by AirwaveOps (for example, up to thirty (30) days) to allow export or account administration, after which Customer Data may be deleted.

7.4. Backups. AirwaveOps may retain backup copies for a limited period for recovery, legal, or audit purposes.

7.5. Deletion Requests. Customer may request deletion of certain Customer Data via Support Ticket, subject to legal obligations and reasonable operational constraints.

8. Acceptable Use

8.1. Prohibited Activities. Customer will not (and will not allow others to): (a) use the Service for unlawful purposes; (b) attempt to gain unauthorized access to systems or data; (c) interfere with or disrupt the Service; (d) transmit malware or exploit vulnerabilities; (e) reverse engineer or attempt to extract source code except to the extent prohibited by law.

8.2. Enforcement. AirwaveOps may investigate suspected violations and may suspend or terminate accounts for violations.

9. Intellectual Property

9.1. Service IP. The Service, including software, design, logos, text, and other content (excluding Customer Data), is owned by AirwaveOps or its licensors and is protected by intellectual property laws.

9.2. License to Customer. Subject to payment of all fees and compliance with these Terms, AirwaveOps grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Service for Customer's internal business purposes.

9.3. Feedback. If Customer provides suggestions or feedback, Customer grants AirwaveOps a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate that feedback without obligation.

10. Service Availability and Support

10.1. Availability. The Service may be temporarily unavailable due to maintenance, upgrades, or events outside AirwaveOps' control.

10.2. Support. Support channels and response times may vary by subscription and are provided as described within the Service or in Customer communications.

11. Confidentiality

11.1. Confidential Information. Each party may receive confidential or proprietary information from the other. Confidential information includes non-public business, technical, or financial information.

11.2. Obligations. Each party will protect the other's confidential information using reasonable care and will use it only as needed to fulfill obligations under these Terms.

11.3. Exclusions. Confidential information does not include information that is publicly available without breach, independently developed, or rightfully received from a third party.

12. Disclaimers

12.1. As-Is. The Service is provided “as is” and “as available.”

12.2. No Warranties. To the maximum extent permitted by law, AirwaveOps disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12.3. No Professional Advice. The Service does not constitute legal, regulatory, engineering, or professional advice. Customer is responsible for verifying outputs and maintaining compliance with applicable regulations.

13. Limitation of Liability

13.1. Indirect Damages. To the maximum extent permitted by law, AirwaveOps will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or goodwill, even if advised of the possibility.

13.2. Liability Cap. To the maximum extent permitted by law, AirwaveOps’ total liability arising out of or related to the Service or these Terms will not exceed the total fees paid by Customer to AirwaveOps in the three (3) months preceding the event giving rise to the claim.

13.3. Basis of Bargain. Customer acknowledges the limitations of liability are an essential element of the agreement.

14. Indemnification

14.1. By Customer. Customer will indemnify and hold harmless AirwaveOps from third-party claims arising from (a) Customer Data, (b) Customer’s use of the Service in violation of these Terms or applicable law, or (c) Authorized Users’ acts or omissions.

14.2. Process. The indemnified party will provide prompt notice of a claim and reasonable cooperation; the indemnifying party will control the defense and settlement, provided settlement releases the indemnified party from liability.

15. Changes to Terms

15.1. Updates. AirwaveOps may update these Terms from time to time. Updated Terms become effective when posted, unless a later effective date is specified.

15.2. Acceptance by Continued Use. Continued use of the Service after the effective date constitutes acceptance of the updated Terms.

15.3. Material Changes Notice. AirwaveOps will provide notice of material changes via email or in-app notification where practical.

16. Governing Law and Dispute Resolution

16.1. Governing Law. These Terms are governed by the laws of the State of [Your State], excluding conflict-of-laws rules.

16.2. Venue. Any dispute will be brought in the state or federal courts located in Green Lake County, Wisconsin and the parties consent to personal jurisdiction there, unless otherwise required by law.

16.3. Injunctive Relief. Nothing prevents either party from seeking injunctive or equitable relief for misuse of intellectual property or unauthorized access.

17. Miscellaneous

17.1. Entire Agreement. These Terms, together with the Privacy Policy and any referenced policies, constitute the entire agreement between the parties regarding the Service.

17.2. Severability. If any provision is found unenforceable, the remaining provisions remain in effect.

17.3. Assignment. Customer may not assign these Terms without AirwaveOps' prior written consent; AirwaveOps may assign these Terms as part of a merger, acquisition, or sale of assets.

17.4. Force Majeure. Neither party is liable for delays due to events beyond reasonable control, including internet outages, acts of government, natural disasters, or labor disputes.

17.5. Notices. Notices may be delivered by email, in-app notification, or via Support Ticket, unless otherwise required by law.

18. Contact Information

Airwave Ops, LLC

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Berlin, WI 54923

Email: support@airwaveops.com