

# Terms and Conditions of Service

SightLine Telecom LLC

Effective Date: March 3, 2026

Last Updated: March 3, 2026

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## 1. Acceptance of Terms

By accessing or using the SightLine platform (the “Service”), including any web interface, API, or related tools provided by SightLine Telecom LLC (“SightLine,” “we,” “us,” or “our”), the entity accepting these Terms (“Customer,” “you,” or “your”) agrees to be bound by these Terms and Conditions of Service (“Terms”). These Terms constitute a legally binding agreement between Customer and SightLine Telecom LLC.

If you are accessing the Service on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms.

These Terms apply exclusively to business customers (B2B). The Service is not offered to or intended for individual consumers.

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## 2. Description of Services

SightLine provides a cloud-based geospatial analysis platform designed to assist wireless network operators, internet service providers (ISPs), and telecommunications companies in performing theoretical line-of-sight (LOS) assessments between wireless towers and prospective client locations.

The Service includes, but is not limited to:

- Single and bulk LOS analysis using Digital Elevation Model (DEM) and/or Digital Surface Model (DSM) terrain data
  - Matching of client locations to compatible access points based on tower and antenna configuration data entered by your organization
  - Interactive map visualization of assessment results
  - Export of results in GeoJSON, KML, and PDF formats
  - Tower and access point database management tools
  - Project and assessment organization tools
  - Role-based access controls for your organization’s users
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## 3. Account Registration and Access

### 3.1 Organization Accounts

Access to the Service is granted on a per-organization basis. Each organization receives an isolated tenant environment. You are responsible for:

- Ensuring all users granted access within your organization comply with these Terms
- Maintaining the confidentiality of all account credentials
- All activities that occur under your organization's account, whether authorized or unauthorized

### **3.2 User Roles**

Your organization's administrator may assign role-based access (Admin, Super User, or User). SightLine is not responsible for permissions granted or data accessed by users within your organization.

### **3.3 Account Accuracy**

You agree to provide accurate, current, and complete information during registration and to maintain that accuracy throughout the term of your subscription.

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## **4. Authorized Use**

You agree to use the Service only for lawful business purposes within your organization's wireless network planning and assessment operations. You may not:

- Resell, sublicense, or otherwise provide access to the Service to third parties without SightLine's prior written consent
  - Use the Service to store or transmit any data that violates applicable law or third-party rights
  - Attempt to reverse engineer, decompile, or otherwise derive source code from the Service
  - Upload malicious files or use the Service to attempt to compromise the security or integrity of the platform
  - Use automated scripts or bots to interact with the Service in ways not expressly supported by SightLine
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## **5. Service Limitations and Technical Disclaimers**

### **5.1 Nature of LOS Assessments — Theoretical Results Only**

ALL ASSESSMENTS PRODUCED BY THE SERVICE ARE THEORETICAL IN NATURE. LOS analysis performed by SightLine uses computational terrain modeling based on available elevation datasets and the tower and access point configurations entered by your organization. Results represent a mathematical estimation of whether a clear terrain path exists between a tower and a client location, based on elevation profiles sampled along the path between those two points.

SightLine LOS assessments do NOT:

- Constitute a guarantee, warranty, or prediction of actual wireless signal availability, service quality, or connectivity at any location
- Account for atmospheric or environmental conditions, equipment condition or alignment, or any other physical factor beyond what is captured in the underlying elevation data

- Replace field surveys, site visits, or professional engineering assessments
- Verify that a wireless connection will be established or maintained at any given location

## 5.2 Access Point Matching Limitations

The Service matches client locations to access points based on tower and antenna configuration data entered by your organization, including antenna heights, azimuth, beamwidth, and range parameters. The accuracy of access point matching is entirely dependent on the accuracy of the configuration data entered by your organization. SightLine does not validate customer-entered tower or equipment data and is not responsible for incorrect matches resulting from inaccurate, incomplete, or outdated configuration data.

## 5.3 DEM/DSM Data Limitations and Coverage Gaps

The Service relies on Digital Elevation Model (DEM) and/or Digital Surface Model (DSM) terrain data sourced from third-party providers and public datasets. SightLine makes no representation or warranty regarding the accuracy, completeness, currency, or availability of DEM/DSM data, and Customer expressly acknowledges the following:

- **Coverage Gaps:** DEM/DSM data may not exist for certain geographic areas. Where data is unavailable, an assessment for that location may fail, return incomplete results, or rely on interpolated or estimated elevation values.
- **Data Resolution:** Terrain tiles have finite resolution (typically ranging from approximately 10 to 90 meters per pixel depending on the data source). Features at or below the data resolution may not be fully reflected in analysis results.
- **Historical Data:** DEM/DSM datasets are historical snapshots collected at a point in time. Terrain and surface data does not reflect changes that may have occurred since the dataset was collected, including new construction, land clearing, vegetation growth, or other environmental changes.
- **Interpolation and Sea-Level Assumptions:** In areas where elevation data contains gaps or NoData values, the Service may interpolate between known values or assume sea-level elevation. These assumptions may not reflect actual terrain or surface conditions.
- **Third-Party Data Quality:** SightLine does not control the accuracy of underlying DEM/DSM data sourced from third parties. Errors or inaccuracies in the underlying datasets will propagate into assessment results.

SIGHTLINE TELECOM LLC SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, INACCURACIES, OR GAPS IN DEM/DSM DATA, OR FOR ANY FAILURE OF AN ASSESSMENT RESULTING FROM INSUFFICIENT OR UNAVAILABLE TERRAIN DATA.

## 5.4 No Warranty of Service Availability

The Service may be subject to planned and unplanned maintenance, downtime, or interruption. Bulk analysis jobs are subject to resource availability limits (including limits on concurrent processing jobs) to ensure fair access across all customers. SightLine does not warrant uninterrupted or error-free access to the Service.

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## 6. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” SIGHTLINE TELECOM LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT
- Any warranty that the Service will meet your specific requirements or business needs
- Any warranty regarding the accuracy, reliability, or completeness of LOS assessment or access point matching results
- Any warranty that the Service will be available, uninterrupted, timely, secure, or error-free
- Any warranty regarding results that may be obtained from use of the Service

No advice or information, whether oral or written, obtained from SightLine or through the Service shall create any warranty not expressly stated in these Terms.

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## **7. Limitation of Liability**

### **7.1 No Liability for Business Decisions**

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY BUSINESS, OPERATIONAL, FINANCIAL, OR TECHNICAL DECISIONS MADE BY CUSTOMER OR ANY THIRD PARTY IN RELIANCE ON ASSESSMENT RESULTS, REPORTS, MAPS, OR ANY OTHER OUTPUT GENERATED BY THE SERVICE ARE MADE ENTIRELY AT CUSTOMER’S OWN RISK. SIGHTLINE TELECOM LLC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, COST, OR CONSEQUENCE ARISING FROM OR IN CONNECTION WITH ANY DECISION MADE IN RELIANCE ON THE SERVICE’S OUTPUT.

This includes without limitation decisions relating to:

- Network deployment, tower siting, or infrastructure investment
- Service offerings or commitments made to end customers or third parties
- Real property acquisition, leasing, or easements
- Regulatory filings or certifications
- Equipment procurement or installation

### **7.2 Limitation on Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIGHTLINE TELECOM LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY:

- Indirect, incidental, special, consequential, exemplary, or punitive damages
- Loss of profits, revenue, data, business opportunity, or goodwill
- Cost of procurement of substitute goods or services
- Damages arising from unauthorized access to or alteration of your data

EVEN IF SIGHTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **7.3 Cap on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGHTLINE TELECOM LLC'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO SIGHTLINE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### **7.4 Essential Basis of the Bargain**

Customer acknowledges that SightLine has set its pricing and entered into this agreement in reliance upon the limitations of liability and disclaimers set forth in these Terms, and that such limitations form an essential basis of the bargain between the parties.

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## **8. Intellectual Property**

### **8.1 SightLine Platform**

All right, title, and interest in the SightLine platform, including software, algorithms, models, user interface, documentation, and any updates or derivative works, remain the exclusive property of SightLine Telecom LLC. These Terms do not grant Customer any rights to SightLine's intellectual property except the limited right to use the Service as described herein.

### **8.2 Customer Data**

Customer retains all rights to the data Customer inputs into the Service (tower locations, client addresses, project data, etc.). Customer grants SightLine a limited, non-exclusive license to store and process such data solely to provide the Service.

### **8.3 Output Files**

Assessment output files (PDFs, GeoJSON, KML) generated for Customer's use may incorporate third-party map or terrain data (including Mapbox and DEM/DSM data providers) subject to their respective licensing terms. Customer is responsible for ensuring its use of exported outputs complies with any applicable third-party licenses.

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## **9. Subscription and Payment**

### **9.1 Fees**

Access to the Service requires an active paid subscription. Fees are set forth in the applicable order or subscription agreement. All fees are billed monthly in advance and are non-refundable except as expressly set forth in these Terms or required by applicable law.

### **9.2 Payment**

Payment is processed via SightLine's third-party payment processor (Stripe). By providing payment information, Customer authorizes SightLine to charge the applicable fees on a recurring basis.

### **9.3 Suspension for Non-Payment**

SightLine reserves the right to suspend access to the Service for failure to pay any amounts due. Suspended accounts may result in inaccessibility of stored data during the suspension period.

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## **10. Suspension and Termination**

### **10.1 Termination by Customer**

Customer may cancel its subscription at any time through account settings or by contacting SightLine. Cancellation takes effect at the end of the then-current billing period.

### **10.2 Suspension or Termination by SightLine**

SightLine may suspend or terminate Customer's access to the Service immediately upon written notice if:

- Customer breaches these Terms and fails to cure the breach within ten (10) days after notice
- Customer uses the Service in a manner that SightLine reasonably believes may cause legal liability or harm to SightLine or third parties
- SightLine discontinues the Service

### **10.3 Effect of Termination**

Upon termination, Customer's right to access the Service ceases. SightLine shall have no obligation to retain Customer's data following termination, and Customer is responsible for exporting any data it wishes to retain prior to termination.

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## **11. Confidentiality**

Each party agrees to keep confidential any non-public information of the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. This obligation does not apply to information that is or becomes publicly available through no fault of the receiving party.

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## **12. Indemnification**

Customer agrees to defend, indemnify, and hold harmless SightLine Telecom LLC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Customer's use of the Service in violation of these Terms
  - Customer's violation of any applicable law or regulation
  - Any third-party claim arising from decisions made by Customer in reliance on Service outputs
  - Inaccurate tower or equipment data submitted by Customer
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## **13. Modifications to the Service and These Terms**

SightLine reserves the right to modify the Service or these Terms at any time. Material changes to these Terms will be communicated via email or within the Service interface with at least 30 days' notice prior to the effective date of the change. Continued use of the Service after the effective date constitutes acceptance of the modified Terms.

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## **14. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in North Carolina, and each party hereby consents to personal jurisdiction in such courts.

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## **15. Miscellaneous**

### **15.1 Entire Agreement**

These Terms, together with any applicable order form or subscription agreement, constitute the entire agreement between the parties regarding the Service and supersede all prior agreements, representations, or understandings.

### **15.2 Severability**

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

### **15.3 Waiver**

Failure by either party to enforce any provision of these Terms shall not constitute a waiver of future enforcement of that provision.

### **15.4 Assignment**

Customer may not assign these Terms or any rights hereunder without SightLine's prior written consent. SightLine may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

### **15.5 Force Majeure**

SightLine shall not be liable for any delay or failure to perform resulting from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, or third-party service failures.

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## **16. Contact Information**

For questions regarding these Terms, please contact:

SightLine Telecom LLC  
support@sightlinetelecom.com

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These Terms and Conditions were last updated on March 3, 2026. SightLine Telecom LLC recommends that Customer retain a copy of these Terms for its records.