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Gateway Software License

Telit IoT Platforms End-User License and System Use Agreement ("EULA")

English

Telit IoT Platforms, LLC

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2. SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, OR FOR ANY CONSEQUENTIAL ECONOMIC DAMAGES; OR
3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

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As a condition to using the Product, each administrative User may be required to register and select a unique password and user name ("User ID"). Reseller or customer will ensure that each of such Users provides accurate, complete, and updated registration information. A User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization. If you become aware of any unauthorized use of your password or of your account, you agree to notify Licensor immediately at support-devicewise@telit.com.

6. Applicable Laws

User will not use the Product in any manner that (a) infringes the intellectual property rights, rights of publicity or privacy or other proprietary rights of others, including Licensor's trademarks, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export/import, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.

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User will not violate or attempt to violate the security features of the Product, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable Product to any User, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain Product to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability. Licensor reserves the right to monitor the Product at any and all times to facilitate compliance with these Terms of Use but is not obligated to do so. Each User consents to the processing of information necessary to provide the Product at Licensor's data centers in the United States.

8. Intellectual Property

Except to the extent otherwise mandated by applicable law, User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product or any technology related to the Product ("Technology", including any user documentation); modify, translate, or create derivative works based on the Product or Technology; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Product or Technology; use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with respect to the Product. Except to the extent otherwise mandated by applicable law, User will not divulge the Technology to any third party and User will not use the Product or Technology or access to them in order to (A) build a competitive product or services, (B) build a product or service using similar ideas, features, functions or graphics of the Product or (C) copy any ideas, features, functions or graphics of the Product. Licensor retains all rights in the Product and Technology.

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The Product from licensor may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Product Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Licensor to deliver these to you) as part of your use of the Product Services.

You acknowledge and agree that while Licensor may or may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Product Services or on the amount of storage space used for the provision of any Product Service, such fixed upper limits may be set by Licensor at any time, at Licensor's discretion.

10. Privacy and your personal information

For information about Licensor's data protection practices, please read Licensor's privacy policy at [Privacy Policy](#). This policy explains how Licensor treats your personal information, and protects your privacy, when you use the Services.

You agree to the use of your data in accordance with Licensor's privacy policies.

You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

11. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this agreement remain in full force and effect.
3. You agree to allow Licensor to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of Licensor for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).
4. Neither You nor Licensor will bring a legal action under this Agreement more than two (2) years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

5. Neither You nor Licensor is responsible for failure to fulfill any obligations due to causes beyond its control.

6. This Agreement will not create any right or cause of action for any third party, except that Telit IoT Platforms, LLC, a supplier to Licensor and the owner of the intellectual property rights related to certain parts of the Program, shall have the right to claim against YOU for any violation of this Agreement which affects the intellectual property rights owned by Telit IoT Platforms, LLC. Licensor will not be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which Licensor is legally liable.

7. Access to the service portion of the Product may be terminated for non-payment.

8. Licensor reserves the right to modify these Terms of Use as they are reasonably, generally and prospectively applied at any time by posting a notice on the Management Portal or by other reasonable notice. Typically, this would only be necessary to comply with changes in law, telecommunications operator requirements or applicable custom.

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The United Nations Convention on Contracts for the International Sale of Goods does not apply.

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Support and upgrades for the Program may be available from Licensor or the distributor who provided the Program to You. Access to such support and upgrades may require payment of a fee and agreement to additional terms and conditions. Licensor does not warrant or guarantee that the operability of any of Your applications running with the Program will be maintained with any subsequent or generally available versions of the Program. Although Licensor may try to answer technical support questions You may have regarding Your use of the Program, any such assistance does not obligate Licensor to provide support or maintenance services for the Program. You agree that any information or feedback You may provide to Licensor or its suppliers related to the Program or this Agreement is non-confidential and You grant Licensor and its suppliers a non-exclusive, worldwide, fully paid up, perpetual and irrevocable license to use this information/feedback in Licensor's and its suppliers' business activities without restriction and without payment or accounting to You or any third party.

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1. Apache ActiveMQ
2. Aicas Jamaica JVM
3. Apache Commons-codec
4. Apache Commons-logging
5. Apache HTTPClient Components

- HTTPClient
- HTTPClient-cache
- HTTPCore
- HTTPMime

6. Apache lang
7. Apache logging
8. Bootstrap
9. BoostCake
10. BouncyCastle
11. BSON
12. Cron4J
13. CJSON
14. C3
15. CakePHP
16. ClientSideImagePlaceholderJS
17. Curl
18. D3
19. Eclipse Paho
20. Eclipse_Public_License
21. FormDev_Flatlaf
22. Free Software Foundation iconv
23. FlatUI
24. FlotCharts
25. Google Gson Components
26. Glyphicons
27. GridsterJS
28. HTML5ShivJS
29. HyperSQL
30. iconv
31. IBM Watson
32. Jaxen
33. Jackcess
34. JSON Small Fast Parser
35. JSONTPath
36. JMS
37. Jackson Project
38. javaxsqlite
39. jaxen
40. jdom
41. J-Integra
42. jsonpath
43. JSyntaxPane

44. JT400

45. jQuery

46. jQueryDateTimePickerJS

47. kXML

48. kXML2

49. LibXML

50. [Apache.org](#) log4j

51. Leaflet

52. LiquidFillGaugeJS

53. LibUSB

54. LibHID

55. License_aws

56. LDAP

57. License_azure

58. Lua

59. libusb/hidapi (Barcode Scanner)

60. libusb/COPYING (EDU)

61. Memcached

62. MiniColorsJS

63. MongoDB

64. MariaDB

65. mssql

66. NetSNMP

67. Nginx

68. Not-yet-commons-ssl

69. Open SSL Project OpenSSL Toolkit, OpenSSL

70. Oracle Java Runtime Environment

71. Oracle FUTC

72. Ojdbc8

73. Oracle i18n

74. PHP

75. Preamble

76. Postgres

77. relaxngDatatype

78. Redis

79. RespondJS

80. slf4j

81. SQLite

82. SyntaxPane

83. SortableTableJS

84. Summernote

85. UCanAccess

86. wsdl4j

87. [Xmlsoft.org](https://www.xmlsoft.org/) libxml2

88. xsom

89. zlib

deviceWISE View

1. angular/animations
2. angular/cdk
3. angular/common
4. angular/core
5. angular/forms
6. angular/material
7. angular/platform-browser
8. angular/router
9. angular/service-worker
10. ctrl/tinycolor
11. zxing browser
12. zxing library
13. zxing ngx-scanner
14. angular-gridster2
15. angular-material-css-vars
16. animate.css
17. apexcharts
18. devicewise-angular
19. fetch-readablestream
20. file-saver
21. material-icon-list
22. moment
23. ng-apexcharts
24. ng-dynamic-component
25. ngx-color-picker
26. ngx-cookie-service
27. ngx-moment
28. ngx-monaco-editor
29. ngx-quill
30. rxjs
31. smoothie
32. ts-custom-error
33. tslib
34. uuid
35. webpack
36. zone.js

16. TERM AND TERMINATION

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Licensor or its supplier may terminate this Agreement if you fail to comply with any of the terms and conditions of this Agreement.

On termination of this Agreement for any reason, all your rights granted under this Agreement shall be automatically terminated and you shall promptly cease to use all the Program and, at your costs, i) shall promptly return all copies of the Program to Licensor or its supplier or ii) shall promptly destroy all copies of the Program and submit to Licensor or its supplier a certificate testifying that all copies of the Program have been destroyed.

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