

Faclon Cloud Platform (I/O Sense) Subscription EULA

End-User License Agreement of I/O Sense Platform

This End-User License Agreement ("EULA") is a legal agreement between purchaser ("Buyer") and Faclon Labs Private Limited ("Seller").

This EULA governs Buyer's acquisition and use of Seller's Cloud Connect IoT Platform software ("Software") directly from Seller or indirectly through a Seller authorized reseller or distributor. This EULA is in addition to Seller's Terms & Conditions ("Terms"), found at <https://faclon.com/terms.html>, and Privacy Policy ("Privacy Policy"), found at <https://faclon.com/privacy.html>. In the event of a conflict, the order of precedence shall be this EULA, the Terms, and the Privacy Policy.

Please read this EULA carefully before completing the installation process and using the Software. It provides a license to use the Seller's Software and liability disclaimers.

If Buyer registers for a free trial of the Software, this EULA will also govern that trial. By clicking "accept" or installing and/or using the Software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA.

If Buyer is entering into this EULA on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA, do not install or use the Software, and you must not accept this EULA.

This EULA shall also apply to any Seller updates, supplements, Internet-based services ("Services"), and support for the Software, unless other terms accompany those items on delivery. If so, those terms apply. Future versions will be accompanied by future versions of this EULA and the EULA that accompanies future versions supersedes this EULA.

License Grant

Subject to the payment of the applicable fees, Seller hereby grants you a personal, non-transferable, non-exclusive license to use the Software on Buyers' servers/devices in accordance with the terms of this EULA.

Buyer may access the Software on any device (for example a PC, laptop, mobile or tablet) under Buyer's control. Buyer is responsible for ensuring such device meets the minimum requirements of the Software. Seller reserves the right to modify "minimum requirements" to accommodate additional functionality, address security, stability, and performance requirements.

Buyer is not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, or resell the Software or materials that may be provided by Seller or by third party licensors which are displayed or performed by the Software, including, but not limited to, text, graphics, articles, photographs, video, images, and illustrations without attributing the respected party
- Use the Software in any way which breaches any applicable local, national or international law
- Use the Software for any purpose that Seller considers a breach of this EULA

Seller reserves the right, at any time, to modify, suspend, or discontinue the service or any part thereof with or without notice in the event Buyer violates this EULA. Buyer agrees that Seller will not be liable to Buyer or to any third party for any modification, suspension, or discontinuance of the Service or any part thereof.

Seller has the sole right to decide whether Buyer is in violation of any of the restrictions set forth in this EULA.

Software / Operating System

Software features may change over time. Seller may discontinue any part of the Software, or Seller may introduce new features or impose limits on certain features or restrict access to parts or all of the Software or other services. Similarly, Seller reserves the right to remove any content, feature, functionality, or capability from the Software at any time, for any reason, in its sole discretion, and without notice.

Buyer shall report suspected defects in the Software to Seller and shall document the suspected defect. If the defect is confirmed, Seller shall use commercially reasonable efforts to provide a correction to Buyer.

Seller shall not be responsible for defect correction in any version of the Software other than the most recent release of the Software. Seller reserves the right to decline Buyer maintenance/support requests that could be resolved by reference to the documentation or implementation of corrections, or that arise from Buyer's negligence, misuse of the Software, or issues relating to third party equipment and software unless subject to a mutually agreed service contract beforehand.

Buyer will take all reasonable steps to carry out procedures for the correction of defects or implementation of corrections and updates provided by Seller within a reasonable time after such procedures have been received.

Limitations of Software. Seller does not guarantee or promise any specific level of process improvement or other monetary benefit from the use of the Software or any feature of them. Actual process improvements and monetary benefits vary with factors beyond Seller's control or knowledge.

User Accounts / Subscriptions

Buyer is required to sign up for an account and select a password and user name ("User ID"). Buyer is expected to provide Seller with accurate, complete, and updated registration information. Buyer may not select a User ID name without the right to use or select another person's name with the intent to impersonate that person. Seller reserves the right to temporarily or permanently suspend or disable any account that is determined to be in violation of this EULA. Buyer will not share account or password with anyone and must protect the security of account and password.

Telemetry Data

Seller does not claim ownership of Buyer's intellectual property rights with respect to their data. Buyer owns their user data.

Buyer hereby grants Seller and its licensees an unlimited, irrevocable, fully paid and royalty-free, perpetual, worldwide right to re-use, distribute, store, delete, translate, copy, modify, display, sell, create derivative works from and otherwise utilize such data for any purpose and in any media formats in any media channels without compensation. Buyer shall not use, reproduce, modify, upload, publish, transmit, distribute, display, or otherwise exploit for any purposes whatsoever any data: (i) not owned without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

Seller reserves the right, but shall not be obligated, to remove any data from the services at any time in its sole and absolute discretion. If Buyer sees content that you believe violates this EULA, our Terms, or Privacy Policy please report it to us.

User Data

Seller may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about the computer in which the product is used, and system and application software. The information gathered may be used to provide and improve Seller's products and services, software updates, support and other services, as well as to verify compliance with this EULA, our

Terms, or Privacy Policy. Seller may use this information solely for the purposes described above and consistent with all obligations of confidentiality in the EULA.

Seller may use third party vendor tools, and cookies to collect non-personal information, primarily for the purpose of improving products and services. Seller uses cookies and treats information collected in accordance with Privacy Policy.

Data protection and privacy laws where Buyer lives may impose certain responsibilities on use of the product and service. Buyer agrees they are responsible for ensuring compliance with any applicable laws when using the Software.

How Can Buyer Manage or Delete Information About Themselves? If upon account deletion, a user wishes to have their data deleted, a certified letter requesting this service must be sent to Seller at below location:

Faclon Labs Private Limited

Rishi.sharma@faclon.com

12, Jafferbhoy Industrial Estate,
Makwana Rd, Marol Naka, Andheri East,
Mumbai, Maharashtra 400059

We may store data for up to 10 years. When Buyer account is deleted, Seller will delete all personally identifiable information (such as names, email addresses and company name) information and its linkage to the data. Buyer will not be able to recover that information once deleted.

Intellectual Property and Ownership

The Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Seller and its licensors. Seller and its licensors reserve all rights in and to the Software not expressly granted to Buyer herein. Possession, access, and use of the Software does not transfer to Buyer or any third party any rights, title, or interest in or to such intellectual property rights. Seller and its licensors reserve all rights not granted in this EULA.

Confidentiality: The Software is confidential information of Seller.

Buyer agrees that they will not capture or contribute any user or process data or otherwise use the services or products or interact with the services or products in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the services (through use of manual or automated means);
- Copies or stores any significant portion of the data

A violation of any of the foregoing is grounds for termination of your right to use or access the Software.

Seller shall always retain ownership of the Software as originally subscribed by Buyer and all subsequent versions of the Software. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Seller.

User Submitted IP

Any IP disclosed or offered by or through our websites or our services, including without limitation e-mails to Seller or postings on interactive portions of our websites (collectively “Communications”), shall be deemed and shall remain the property of Seller. If you send us such Communications, it is on a non-confidential basis, with no obligation to keep such Communications secret, to refrain from using such Communications, or to compensate you for the receipt or use of such Communications. Seller is free to use, for any purpose whatsoever, any Communications, including but not limited to publishing, developing, manufacturing, and marketing Software using such Communications. By submitting Communications to Seller, Buyer hereby releases Seller from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any such Communications. By uploading or otherwise providing any Communications, Buyer hereby grants Seller, to the extent Seller retain any rights, the unlimited, perpetual right to reuse, redistribute, modify, and create derivative works from such Communications for any purpose and in any media without compensation.

Indemnification

To the fullest extent permitted by law, Buyer acknowledges and agrees to defend, indemnify and hold Seller, its officers, directors, employees, and agents (collectively the “Indemnified Parties”) harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim brought against any Indemnified Party by any third party arising from use of the Software; notwithstanding the foregoing this indemnification shall not apply to claims based on Seller’s own willful, wanton, or intentional misconduct.

Reliability of Information: Buyer acknowledges that the Software, including remote access and information, is not intended to be 100% reliable and 100% available. Seller cannot and does not guarantee that Buyer will receive information in any given time or at all. Buyer agrees to not rely on the service for any life safety or critical purposes. Information from Seller is provided for informational purposes only.

Malware / Cybersecurity

Seller makes no warranty or representation that the Software are secure, does not have, or is not susceptible to, exploiting or hacking by malware and spyware variants (“Malware Vulnerabilities”). Seller assumes no liability whatsoever for any Malware Vulnerabilities and, to the fullest extent permitted by applicable law, Buyer releases and holds Seller harmless from any Malware Vulnerabilities and any related loss or damage of any kind or sort, even if caused by any breach of contract or negligence of any kind or degree of Seller (the “Release”). If the Release is not enforceable under applicable law for any reason, then the limitation of Sellers liability in their terms and conditions shall apply to any losses or damages, of any kind or sort, arising from, or related to, Malware Vulnerabilities.

Interoperation with Third Party Devices

Seller may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other systems or services not manufactured by Seller, including 4G, GPRS, LoRaWAN, NB-IoT, Wi-Fi, Bluetooth, IP and other similar protocols (“Third Party Devices”). However third-party devices may not work with products procured by Buyer, or may have limited features or functionality, even if designed, specified or marketed to operate using the same or similar standards or means of communication.

Seller is not responsible for, and, to the fullest extent permitted by applicable law, Buyer hereby releases and hold Seller harmless from and against, all liability and damages, injuries or loss of life arising from, related to, or caused by, any attempt by you to connect, or your connection and use of, Third-Party Devices with the Software. Further, Seller makes no representations or warranties whatsoever, express or implied, relating to any Third-Party Device, including, without limitation, any warranty or representation that any third-party device will properly and safely communicate and work with your Seller product or services, or any implied warranty of merchantability or fitness for particular purpose relating to any Third-Party Device. In addition, you agree Seller may terminate the its services if, in its sole discretion, believes the operation of any Third-Party Device causes or may cause an issue to the Software, or with Sellers liability to Buyer or others.

Termination

This EULA is effective from the date Buyer first uses the Platform and shall continue until terminated in accordance with this EULA. Buyer may terminate it at any time upon written notice to Seller.

Upon such termination, the licenses granted by this EULA will immediately terminate and Buyer agrees to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA.