

N3uron

Industrial IoT connectivity solutions

EULA

www.n3uron.com

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(b) *Additional License Terms for Virtual Machines and containers.*

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** Or a N3uron's Connectivity Systems Authorised Integrator (N3AI) on behalf of the Licensee.

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(4) Limited Warranty.

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(5) Support and Update.

A copy of Licensor's Software Update and Support Services Agreement is accessible on the base knowledge or product purchase invoice Licensee understands and agrees that, unless (a) Licensee has purchased software or technical support services through one of Licensor's authorized resellers or value added resellers, or (b) Licensee has elected to purchase a Software Update and Support Services Agreement by paying Licensor the applicable Annual Software Support Fee, Licensee will not receive any Software Updates and must pay for all Software Update and Support Services, or (b) has elected to purchase a Software Update and Support Services Agreement by paying Licensor the applicable Annual Software Support Fee, Licensee will not receive any Software Updates and must pay for all ongoing software or technical support services on a per incident basis.

(6) Registers

The licensee shall keep accurate records of its use of the software license in a manner sufficient to evidence its compliance with the terms and conditions of the license of use for (a) the License Term of the Software Licenses purchased under the Agreement (and for a period of two (2) years following the expiration of the applicable License Term), and (b) the applicable term of the Services and for a period of two (2) years following the termination of the Services.

(7) Audit Rights

During the period of time during which Licensee is obligated to retain the above records, Licensor, or its third-party auditor, may audit the records upon reasonable notice to Licensee to verify that Licensee: (a) has used the Software and Services solely as authorized herein; (b) has paid all License and Application Services fees; and (c) has complied with all other terms and conditions of the Agreement. Licensor may not conduct more than one (1) audit in any twelve (12) month period. Audits shall be conducted during normal business hours and Licensor shall use its best efforts to minimize disruption to Licensee's ordinary business. Licensor, and any third-party auditor, shall not have physical access to Licensee's computing devices in connection with any audit without Licensee's prior written consent. Licensee shall reasonably cooperate with Licensor and/or its third party auditor and shall promptly pay Licensor directly for any indebtedness disclosed by such audit. Licensee shall promptly reimburse Licensor for all reasonable costs and expenses incurred by Licensor in conducting the audit if: (i) such audit reveals an indebtedness of Licensee in an amount in excess of five percent (5%) of the fees due and payable by Licensee to Licensor with respect to the period audited; or (ii) such audit reveals that Licensee has materially failed to comply with its obligation to retain accurate records of its use of the Software.

(8) Non-Compliance

8.1. In the event of breach of the obligations, commitments, provisions, terms, conditions, clauses or covenants set forth in this Agreement, the Party aggrieved by the breach may choose between demanding performance or termination of the Agreement, provided that the Party in breach, after having received a reliable written notice from the other Party denouncing such breach and requesting that it be remedied, does not proceed within fifteen (15) days from receipt of such notice to remedy the breach and thus comply with the contractual obligations of the other Party, does not proceed within a period of fifteen (15) days from the receipt of such writing to remedy the breach and thus comply with its contractual obligations, all without prejudice to the obligation of the defaulting Party to indemnify the other Party for all damages arising from the breach.

(9) Industrial and Intellectual Properties Rights

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(10) **Notifications**

Notices required or permitted to be given under the Agreement or required by law shall be in writing and sent to the other party's legal department at the addresses specified below by: (a) personal delivery confirmed in writing by the addressee; (b) certified mail; or (c) courier service. Notices shall be deemed to have been received on the date of delivery shown on the relevant confirmation. The parties may change their address by notifying the other party.

Address for notification for Licensor: As stated on the purchase invoice.

Address for notifications for Licensee: As stated on the purchase invoice.

(11) **Force Majeure**

Neither party shall be liable to the other for its failure to perform any of its obligations under the Agreement during any period in which such performance is delayed, prevented or rendered impossible by circumstances beyond the reasonable control of the non-performing party.

(12) **Language**

The Contract is drawn up in English only, and this shall be the prevailing language in all its aspects. Any version of the Agreement translated into any language other than English shall be for convenience only and shall not be binding on either party. All communications, notices and Documentation to be provided hereunder shall be in English only.

(13) **Independent contractors**

The parties are independent contractors. Nothing contained in the Agreement shall be deemed to create any partnership, joint venture or agency relationship between the parties. Licensee shall not make any representations or warranties on behalf of Licensor with respect to the Software, Services or otherwise.

(14) **Third Party Rights**

Other than as expressly provided in the Agreement and notwithstanding any statutory or common law to the contrary, the Agreement does not create any rights in favor of any person who is not a party to the Agreement, and no person who is not a party to the Agreement may enforce its terms or rely on any exclusion or limitation contained in the Agreement.

(15) **Partial Nullity**

If any provision of this Agreement is declared, in whole or in part, null or ineffective, such nullity or ineffectiveness shall affect only such provision or the part thereof that is null or ineffective, and the Agreement shall remain in full force and effect in all other respects, and such provision or the part thereof that is affected shall be deemed not to have been made.

(16) **Jurisdiction and Applicable Law**

16.1. This Agreement shall be governed by its own clauses and, failing that, by Spanish law.

16.2. For the resolution of any litigious matter arising from this Agreement, the Parties, expressly waiving any other jurisdiction that may correspond to them, submit to the exclusive jurisdiction of the courts of the city of Madrid.

(17) **Miscellaneous**

No provision of this Agreement shall be amended, supplemented or waived except by written agreement signed by the parties hereto. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter set forth herein and supersedes any prior or contemporaneous discussions, understandings, orders, requests or statements regarding such subject matter, other than the pricing and payment terms contained on the attached or related invoice.

AND IN WITNESS WHEREOF, the duly authorized representatives of Licensee and Licensor sign these Software License Terms and Conditions.