

Terms of Service

Terms of Service – Telit IoT Portal

These Terms of Service (the "**Terms**") apply to and govern the use of Telit's IoT Portal (the "**Service**").

1. Your relationship with Telit

- These Terms are an agreement between you and Telit.

2. Accepting the Terms

- Please read these Terms carefully as you will be deemed to have agreed to these Terms upon the earlier of clicking the "I Agree" button or accessing or using the Service. If you do not agree to these Terms, do not click "I Agree" and do not access or use the Service.

3. Applicability of the Terms

- These Terms will apply even if you have signed another agreement with Telit which would otherwise limit the applicability of these Terms to you through an "Entire Agreement" or similar clause. References to "**you**" in these Terms include the legal entity on whose behalf you are acting (the "**Customer**"), and you represent that you have the authority to accept these Terms on the Customer's behalf.

4. About the Service

- Telit IoT Portal is a platform of services that enables you to connect your "things" to your "apps". Telit IoT Portal enables you to integrate edge-devices, production assets or remote sensors (collectively, "**Devices**") with apps or back-office systems. You may receive or be provided through the Service, with data collected by such Devices and obtained through third party providers (e.g. MNOs) and underlying platforms (e.g. CDP) (collectively, the "**Third Party Providers**"), related to the use, operation and connectivity of such Devices, as well as aggregation, diagnostics, analytics, and segmentation data, but excluding the formatting and layout through which such data is presented or expressed on the Service (hereinafter, the "**Processed Data**").

5. Registration

- You must be registered in order to use the Service. In order to register, you must complete our online form in which you will be asked to provide information such as your name, email, Customer company name, and phone number. You may be required to provide additional information in order to access Processed Data made available by third parties (such as MNOs). We will indicate the mandatory fields for completion. If you do not provide the required information in these fields, you will not be able to register. You must provide true, accurate and complete information and keep the information updated. You are fully accountable for any outcome that may result from your failure to do so.

- As a registered user on the Service (a "**User**"), your login to the Service is facilitated with a unique username (which we assign to you) and a password. Make sure that you change your password periodically. You must maintain the confidentiality of your account login details, and may not provide or disclose them to anyone else. You may not use another person's login details with the intent to impersonate that other person.

6. Use of the Service and Processed Data.

- Subject to these Terms and the Service's technical restrictions and limitations, you may access and use the Service and the Processed Data, strictly for and on behalf of the Customer and only for the Customer's own internal business purposes.
- Use of the Service is subject to prior testing by the Customer to ensure that the Service is compliant with Customer's application and that such will not cause any damage to the Customer its applications or its end-users.
- You acknowledge and agree that the Processed Data does not originate from Telit but rather from Devices and third parties that we do not control. We make no representation or judgment, and provide no opinion, about the accuracy, adequacy, completeness, credibility, authenticity, validity, integrity or legality of the Processed Data.
- You are solely responsible for all costs, expenses, losses and liabilities incurred and for all activities you undertake in connection with the use of the Service and the Processed Data. You assume sole and exclusive responsibility to carry out such actions as you deem appropriate as a result of the Processed Data. Telit has no responsibility or liability, regarding your reliance upon, or use of, Processed Data, the actions or omissions you take (or refrain from taking) in connection with the Processed Data, or any consequences resulting therefrom.
- WE MAY EMPLOY MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE, AS WELL AS MISUSE OF THE SERVICE. WE MAY SUSPEND OR TERMINATE YOUR ACCESS TO OR USE OF THE SERVICE, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU HAVE ENGAGED IN FRAUDULENT OR ABUSIVE USE, OR MISUSE, OF THE SERVICE.

7. Restrictions

- You may integrate, include or combine features of the Service in your own product or services offerings to third parties only if such inclusion, integration or combination complies with the provisions of these Terms and only if those own product or services offerings add significant and primary functionality over and beyond the features of the Service that you integrate, include or combine therein.
- The Service is not intended for use, and you may not use it, in connection with any activity that requires fail-safe systems or in which a malfunction or error may result in loss of life, bodily injury, environmental

hazards or damage to property, including the operation of nuclear facilities, aircraft navigation or aircraft communication systems, air traffic control, life support or weapon systems.

- Except as relevant law may otherwise require to be permitted, you may not modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Service (other than the Processed Data), or otherwise attempt to discover its underlying code, structure, implementation or algorithms.
- You may not use the Service or the Processed Data in order to develop, or create, or permit others to develop or create, a product or service similar or competitive to the Service.
- You may not perform or attempt to perform any of the following in connection with the Service: (i) breach the security of the Service, identify, probe or scan any security vulnerabilities in the Service, accessing data not intended for you or the Customer, or accessing an account Device or other connected device which you or the Customer are not authorized to access; (ii) interfere with, circumvent, manipulate, overload, impair or disrupt the operation, or the functionality of the Service; (iii) work around or circumvent any technical limitations in the Service; (iv) use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service; (vii) impersonate any person or entity, or make any false statements pertaining to your identity; (viii) collect or process information or data about the Service's users; (ix) use the Service in a scope or manner that may adversely impact the availability, stability or responsiveness of the Service; (x) forge any TCP/IP packet header or any part of the header information in any email; (xi) send any virus, worm, Trojan horse or other malicious or harmful code or attachment (xii) transmit, or attempt to transmit spam messages or communications.
- You may not use robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service. The foregoing shall not apply to acts of scraping, harvesting, collecting or compiling content through the Service's official, documented API, to the extent that the API's documented functionalities and purposes are consistent with such activities.
- YOU MAY NOT USE THE SERVICE OR THE PROCESSED DATA: (A) FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW, INCLUDING LAWS RELATED TO EXPORT CONTROL, SPAMMING, PRIVACY, INTELLECTUAL PROPERTY, COMPUTER ACCESS, CONSUMER AND CHILD PROTECTION, OBSCENITY OR DEFAMATION; OR (B) IN ANY MANNER THAT IS HARMFUL, THREATENING, ABUSIVE, HARASSING, TORTIOUS, DEFAMATORY, VULGAR, OBSCENE, LIBELOUS OR SIMILARLY OFFENSIVE.

8. Data processing and retention

- You acknowledge and agree that –
 - In connection with the provision of the Service and the performance of these Terms, we will, and you grant us a right to, collect, process, manipulate and retain all accessible information and data, including raw data and Processed Data. To this end, you specifically grant us a right to register with, engage and communicate with such Third Party Providers in your name and on your behalf.
 - Such Processed Data may include, but is not limited to, metrics, telemetry, traffic data sent from or received by the Devices, logs of call sent from or received by the Devices, text messages sent from or received by the Devices, other logs of the Service, mobile network measurements related to the Devices, Device activity times, Device location and data stored on the Devices.
 - Processed Data may include personal data or personally identifiable information subject to applicable data retention, data privacy, data protection or data processing laws and regulations;
 - We may store and process the Processed Data outside of the European Economic Area or the country in which the end-users of the Devices are located and/or outside the country in which the Data is collected (including in the USA, Italy or Ireland).
 - You are responsible for maintaining back-up copies of the Processed Data. The Service does not provide, and is not intended as, as data back-up service.
- You acknowledge and agree that we will handle and use the Processed Data for the following purposes:
 - (i) to provide the Service to you, conduct administrative and technical activities necessary to maintain and provide the Service and to improve and customize the Service; (ii) to bill and collect fees, enforce these Terms, take any action in any case of dispute, or legal proceeding of any kind involving you, other Users of the Customer or relevant vendors, with respect to the Service; (iii) to prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Service; and (iv) if we are required, or reasonably believe we are required, by law, to share or disclose Processed Data, or if such sharing or disclosure is required pursuant to a subpoena, order, or decree, issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, we will endeavor to give the Customer prompt notice of the requirement prior to such disclosure, to allow Customer, at its cost and expense, to intervene and protect its interests in the Processed Data. Subject to applicable law, Telit may: (i) retain the Processed Data for as long as Telit, in its discretion, deems necessary for its business purposes, and (ii) delete the Processed Data from systems under its possession or control, if Telit, in its discretion, determines that it no longer requires the Processed Data for its business purposes.
- The Customer represents and warrants that it has obtained and will maintain valid, and further undertakes to provide Telit upon its request, copies of documents substantiating, any and all

authorizations, permissions and informed consents, including those of individuals about whom the Processed Data may include personal data or personally identifiable information , as may be necessary under applicable laws and regulations (including data protection or data processing laws and regulations), in order to allow Telit to lawfully collect, handle, retain, process and use the Processed Data in the manners and for the purposes set forth in these Terms, including, but not limited to subsection 7.2 above.

- We will make commercial efforts to maintain the confidentiality of the Processed Data and to reduce the risks of unauthorized access to Processed Data and its accidental loss, destruction or damage.
- You acknowledge that Data may be gathered, held and/or used by the Third Party Providers and that Telit has no responsibility for any actions taken by such Third Party Providers with respect to the Data. You specifically waive any and all claims against Telit with respect to any actions (or failure to take action) of any Third Party Provider.

9. Confidentiality.

- If the Service provided hereunder is subject to an underlying agreement that you have signed with Telit (an "Incorporating Agreement"), and such agreement contains confidentiality provisions, then those provisions shall apply also to these Terms and the Service. If such Service is not subject to an underlying Incorporating Agreement, or if such underlying Incorporating Agreement does not have confidentiality provisions, then the terms of section 8.2 below shall apply.
- You acknowledge that the Service including its features, architecture, layout, implementation and interfaces, but excluding the Processed Data, constitutes valuable proprietary confidential information of Telit and its vendors, and that unauthorized disclosure of such is prohibited and could cause irreparable harm to Telit and its vendors. You must hold such information in confidence using the same degree of care, but in no case less than a reasonable degree of care, that you use to prevent the unauthorized dissemination or publication of the Customer's own confidential information. You may use such information only for the purpose of utilizing the Service as permitted hereunder and except as explicitly otherwise provided herein, you may not disclose such information to any third party, without Telit's prior written consent. The obligations set forth in this section shall not apply to information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on your part; (ii) you can demonstrate in your prior established records to have had rightfully in your possession prior to disclosure of the same by Telit; (iii) you can demonstrate by written records that you had rightfully obtained the same from a third party who has the right to transfer or disclose it, without default or breach of confidentiality obligations; (iv) Telit has provided its prior written approval for disclosure; or (v) you are required to disclose pursuant to a binding order or request by court or other governmental authority, or a binding provision of applicable law, provided that, to the extent permissible, you provide

Telit notice of the requested disclosure as soon as practicable, to allow Telit, if it so chooses, to seek an appropriate protective or preventive order.

10. **Fees.** In consideration for the Service provided to you pursuant to these Terms, you will pay Telit the fees set forth in the Incorporating Agreement (if any), in accordance with the schemes, amounts, periods and payment terms set forth therein.

11. Term and Termination

- These Terms shall continue in full force and effect until terminated pursuant to this section.
- If the Service provided hereunder is subject to an underlying Incorporating Agreement, then these Terms shall be deemed terminated upon expiration or termination of the Incorporating Agreement and subject to the relevant terms thereof. If such Service is not subject to an underlying Incorporating Agreement, then –
 - Customer may terminate these Terms (subject at all times to any agreed minimum terms, payment for early termination, etc) at any time by providing Telit with a written notice, duly executed by an authorized signatory of the Customer, notifying Telit of termination and confirming that Customer has ceased any further use of the Service and has caused all its Users to cease any further use of the Service. Termination shall enter into effect upon Telit's receipt of said notice.
 - Either party may terminate these Terms: (a) in the event of any material breach of these Terms by the other Party, where the breach remains uncured for fifteen (15) days following written notice thereof from the non-breaching party to the breaching party; (b) if the terminating party is required to do so by law; or (c) if the other party (i) becomes or is declared insolvent or bankrupt, or (ii) makes an assignment for the benefit of creditors or takes or has taken against it any such other similar action in any relevant jurisdiction.
- Without derogating from the aforesaid, Telit may terminate these Terms at any time by providing you a 30 day prior written email notice thereof, to the email address you provided upon registration to the Service.
- Upon termination of these Terms, you must cease use of the Service and we may, terminate the Customer's and its Users' access to the Service and delete the Processed Data stored in our systems.
- The provisions herein that, by their nature, would survive termination of these Terms, shall so survive, including sections 7, 8, 11, 13, 14 and 16.

12. Intellectual Property.

1. Except for the limited use of the Service permitted pursuant to section 5 above, these Terms do not grant you or assign to you, any license, right, title, or interest in or to the Service or the intellectual

property rights therein. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service or any part thereof, including computer code, graphic design, layout and the user interfaces of the Service, but excluding any Processed Data, are and will remain at all times, owned by, or licensed, to Telit. Except for the rights set forth in section 7, Telit does not claim any right, title, interest or license in or to the Processed Data or any intellectual property rights embodied therein.

2. You may not use any name, trademark, logo or domain name that is similar to Telit's trademarks (whether registered or not), logos and Internet domain names. You must refrain from any action or omission that may dilute, or damage Telit's goodwill.

13. Software quality; Software modifications;DISCLAIMER OF WARRANTY

- We will use efforts to have the Service operate properly. However, as a Service that relies on software and third party networks, infrastructure, hardware and Devices, we do not guarantee that the Service will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions. If we receive notice of any failure or malfunction in the Service, or if we become aware of them by ourselves, we will make an effort to regain the Service's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.
- We may, at any time and in our sole discretion, discontinue or terminate the operation of the Service, or any part thereof, temporarily or permanently, for all Users, or for certain Users, without any liability to you or the Customer. We may also suspend the provision of the Service, in whole, or in part, for all Users, or for certain Users, for periodic maintenance or similar purposes, without any liability to you or the Customer.
- We may, in our discretion but without being obligated to do so, maintain the Service with updates, modifications, adaptations, improvements, or enhancements to the Service, or any of its features, user interfaces, designs or any other aspect related to it. We may do so without being obligated to provide you notice thereof. If we enhance the Service to include new or additional features or capabilities, we reserve the right to amend these Terms or the applicable fees charged for the Service, and obtain your consent to such amendments. If you do not agree to the amendments in their entirety, we reserve the right to terminate these Terms pursuant to subsection 10.3 above. Such updates, modifications, adaptations, improvements, or enhancements to the Service may cause errors, glitches or malfunctions in the Service's interoperability with interfacing components, such as Devices, your own products or services or Processed Data. You will have no plea, claim or demand against us, and we will have no liability to you, for any such interoperability issues.
- WE DO NOT GUARANTEE, NOR DO WE MAKE ANY REPRESENTATION, AND WE PROVIDE NO WARRANTY REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE SERVICE

OR THE PROCESSED DATA OR REGARDING THE EXPECTED BUSINESS RESULTS, OUTCOME OR OPERATIONAL BENEFITS FROM UTILIZING THE SERVICE.

- THE SERVICE IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS" AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY AND PERFORMANCE.

14. LIMITATION OF LIABILITY.

- If the Service provided hereunder is subject to an underlying Incorporating Agreement, then the relevant limitation of liability provisions thereof shall apply also to these Terms. If such Service is not subject to an underlying Incorporating Agreement, then the terms of Section 13.2 - 13.4 below shall apply. In any case, any liability accrued hereunder shall be aggregated with any liability accrued under the Incorporation Agreement for purposes of the limitation of liability hereunder and thereunder.
- THIS SECTION 13 SETS OUT TELIT'S TOTAL LIABILITY TO THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE AND ALL OTHER LIABILITY OF TELIT TO THE CUSTOMER IS, SUBJECT TO SECTION 13.3, HEREBY EXCLUDED. IN NO EVENT SHALL TELIT BE LIABLE, WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR FOR ANY LOSS OF USE OR DOWNTIME, LOSS OF PROFITS, SAVINGS OR REVENUES, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF OR CORRUPTION TO DATA, ANY DAMAGE RELATING TO THE PROCUREMENT BY THE CUSTOMER OF ANY SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DAMAGE ARISING FROM TELIT'S RESPONSE TO A LAWFUL REQUEST MADE BY LOCAL OR NATIONAL LAW ENFORCEMENT OR REGULATORY AUTHORITIES FOR ACCESS TO ANY DATA IN TELIT'S POSSESSION AS A RESULT OF TELIT'S PERFORMANCE UNDER THESE TERMS. FOR THE AVOIDANCE OF DOUBT, NONE OF THE TYPES OF LOSS REFERRED TO IN THE PRECEDING SENTENCE SHALL CONSTITUTE DIRECT LOSS FOR THE PURPOSES OF THESE TERMS.
- NOTHING IN THESE TERMS SHALL BE INTERPRETED AS EXCLUDING OR LIMITING TELIT'S LIABILITY FOR: DEATH OR PERSONAL INJURY TO THE EXTENT THAT SUCH DEATH OR INJURY RESULTS FROM TELIT'S NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS; OR FROM TELIT'S FRAUD OR FRAUDULENT MISREPRESENTATION.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AND AGGREGATE LIABILITY OF TELIT, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON TELIT'S OR THEIR BEHALF, FOR ANY

AND ALL DAMAGES TO THE CUSTOMER OR ANY OTHER THIRD PARTY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, SHALL BE LIMITED TO THE FEES FOR THE SERVICE PROVIDED HEREUNDER (IF ANY) THAT CUSTOMER ACTUALLY PAID TELIT IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

15. **Indemnity.** Customer agrees to indemnify and hold harmless Telit and its affiliates and its and their directors, officers, employees, and vendors, upon Telit's request and at Customer's expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any: (i) breach of any provision or representation herein, or (ii) third party complaint, claim, plea or demand alleging that your use of the Service infringes or violates any right of a third party (including privacy, data protection and intellectual property), where such infringement or violation would have been avoided but for your use of the Service.
16. **Export control.** You may not use or otherwise export or re-export the Service (or any part thereof) except as authorized by United States law, the export control laws of the jurisdictions in which you are incorporated or conduct business and the export control laws of any other applicable jurisdiction. In particular, but without limitation, the Service may not be exported or re-exported: (a) into (or to a national or resident of) any countries then-currently listed as U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
17. **Governing Law and Venue.** The governing law and court venue provisions of the Incorporating Agreement shall apply hereto. If no Incorporating Agreement is applicable, then the following provisions shall apply: Regardless of your jurisdiction of residence, or the jurisdiction where you engage in business or from which you access the Service, your use of the Service will be exclusively governed by and construed in accordance with the laws of England and Wales, excluding any otherwise applicable provisions of conflict of laws. In the event that a dispute is not settled by negotiations within thirty (30) days, the dispute shall be finally settled solely and exclusively by the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with said Rules. The place of arbitration shall be London, UK. The arbitration shall be conducted in the English language, and the award of such arbitration shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The arbitrators shall give detailed explanations and reasoning for their judgment. All arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings as well as any decision or award that is made or declared during the proceedings. Notwithstanding the foregoing, (a) Telit may lodge a claim against the Customer pursuant to the indemnity clause above, in any court adjudicating a third party claim against Telit, and (b) nothing herein shall limit Telit's right to seek temporary relief in any court with competent jurisdiction.

18. **Assignment.** You may not assign these Terms without Telit's prior written consent. Any purported assignment without our prior written consent is void. To the greatest extent permissible by law, Telit may assign these Terms in their entirety, including all right, duties, liabilities, performances and obligations herein, upon notice to you and without obtaining your further specific consent, to a third-party. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities, performances and obligations hereunder, and we are released therefrom.
19. **Relationship of the parties.** The relationship between the parties hereto is strictly that of independent contractors, and neither party is an agent, partner, joint venturer or employee of the other.
20. **Complete Terms and Severability.** These Terms (together with any underlying Incorporating Agreement) constitute the entire and complete agreement between you and us concerning the subject matter herein and supersede all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining provisions will remain in full force and effect. Telit may amend these Terms immediately by putting you on notice of such amendments, if new legislation, statutory instrument or other governmental regulation or the terms under which Telit provides the Service and/or accesses the Devices make such amendment necessary.
21. **No waiver.** Neither party will, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other party, of any terms or provisions herein. The waiver, by either party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.
22. **Rights of Third Parties.** Except as otherwise expressly stated herein, nothing in these Terms confers any rights on any person (other than you and Telit) pursuant to the Contracts (Rights of Third Parties) Act 1999.
23. **Incorporating Agreement.** In the event of a contradiction or inconsistency between these Terms and an underlying Incorporating Agreement, the Incorporation Agreement shall govern, but only to the extent of such contradiction or inconsistency.
24. **Interpretation.** For the purposes of these Terms, the term "Telit" shall mean Telit Communications PLC and/or any of its subsidiaries or affiliates in the Telit corporate group.

Current Version: March 22, 2016

Previous Version: Sep 24, 2015