

Software Terms of Use

lotellect, FZCO | Effective starting: September 1, 2022

PLEASE READ THESE SOFTWARE TERMS OF USE ("TERMS") CAREFULLY.

BY INSTALLING, ACCESSING, OR USING THE SOFTWARE (AS DEFINED BELOW), YOU CONFIRM THAT (1) YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH IOTELLECT FZCO ("IOTELLECT" OR "THE COMPANY"), AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT AND, IF ON BEHALF OF AN ENTITY, TO BIND THAT ENTITY TO THESE TERMS OF USE.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, YOU MUST NOT USE THE SOFTWARE.

These Terms cover every person's and organization's (collectively, "Customer" or "You") use and access to the products, services, software, provided by lotellect. lotellect and You may be referred to individually as a "Party" and collectively as the "Parties".

The Company reserves the right to modify or change the Terms, including pricing, at any time by posting the revised Terms on the Company's website. Customer agrees to be bound by the Terms of such amendment or change. Any such change shall be effective immediately with respect to any new Customers, at the start of any next Subscription period for any existing Subscription Customers, or at the moment of any Software update for any existing Customers using Perpetual Licenses.

1. DEFINITIONS

"Cloud-based Software" means Software that is installed on any physical or virtual server that is owned by or legally operated by the Company.

"Company" means lotellect FZCO, the company organized and existing under the laws of the United Arab Emirates (UAE) with its registered address: Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates.

"Confidential Information" means any written, machine-reproducible and/or visual materials that are labeled as confidential.

"Customer" means an individual or an entity that is using the Software and has agreed to the Terms.

"Disclosing Party" means a Party that discloses Confidential Information to the other Party.

"Documentation" means any written or electronic documentation provided or made available by the Company that relates to the Software.

"Intellectual Property Rights" means all intellectual property or other proprietary rights throughout the world, now existing or created in the future.

"On-premise Software" means Software that is installed on any physical or virtual server that is not owned by or legally operated by the Company.

“Order Form” means the online order form setting forth such order information as the Customer’s contact information, parameters of the license selected, subscription period, amount and method of payment, and other details.

“Partner” means a company that purchases Software Licenses from Iotelllect and then sells them to Customers.

“Perpetual License” means any Software provided by Iotelllect on a perpetual licensing model. Customer will pay the one-off license fee upfront and is entitled to use the Software without any time restrictions.

“Price List” means the Website page that contains information about Perpetual License and Subscription terms.

“Privacy Policy” means a legal document that discloses the ways Iotelllect gathers, uses, discloses, and manages Customer’s personal data.

“Software” means Cloud-based Software or On-premise Software and services provided by the Company.

“Subscription” means any Software provided by Iotelllect on a monthly or an annual licensing model. Customer will pay the initial subscription fee upfront and is entitled to use the Software during the subscription term.

“Support Terms” means the document published on the Website that sets forth the conditions and procedure governing technical support services for the Software.

“Website” means the website of the Company available via the link www.iotelllect.com.

2. ACCOUNT REGISTRATION

2.1. In order to use the Software under these Terms, Customer must register a personal account (“Account”) on the Website.

2.2. By creating an Account with Iotelllect, You ensure that You are at least 18 years old or a legal adult in the state or jurisdiction in which You reside, and that the information You provide is accurate, complete, and current at all times. You also guarantee that You will use Your Account and the Software in compliance with all the applicable laws and regulations, as well as with these Terms, and Company’s Privacy Policy.

2.3. You are responsible for maintaining the confidentiality of Your Account’s authentication data, including login and password. You agree to accept responsibility for any and all activities or actions that occur under Your Account. You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

2.4. Iotelllect shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer’s data not directly under the control of Iotelllect.

2.5. If Iotelllect believes that Customer is using the Software in a manner that deviates from the restrictions set forth in the Terms or may cause harm to Iotelllect or any third party, then Iotelllect may suspend or limit Customer’s access to the Account and use of the Software until such time as Iotelllect believes the excess, deviation, threat, or harm has passed. Iotelllect will make commercially reasonable efforts to promptly notify Customer in advance of any such suspension.

3. SOFTWARE LICENSE

3.1. The Company grants Customer a limited, non-exclusive, non-transferable (except as permitted in the Terms) license to download, install, and use the On-premise Software, and/or access and use the Cloud-based Software on Subscription or Perpetual License basis according to the license parameters and usage limits.

3.2. The Company will deliver all information necessary to activate a Subscription or Perpetual License to Your Account or via E-mail as soon as it has received the applicable fees.

3.3. Customer shall not transfer, assign, or sublicense their license to any other person or organization. Any attempted transfer, assignment, or sublicense shall void their original license.

3.4. License grants You the following rights:

- to create archival or back-up copies of the Software, provided the copy contains all of the original Software proprietary notices and that it is used only for back-up purposes;
- to generate (develop) any software product or service that will be used for any commercial purposes ("Derived Software");
- to use the Company's name for advertising with reference to the Software.

3.5. The Software may include third party software using Open Source licenses that may supersede these Terms to the extent required by that Open Source license. All Open Source software is provided "AS IS" without any warranty.

3.6. Customer shall be provided with access to Software updates when his Subscription is active or when maintenance and support for his Perpetual License is active.

3.7. Iotelllect may provide updates, upgrades, bug fixes, and modifications to the Software from time to time at its discretion. Iotelllect reserves the right to make necessary changes, updates, or enhancements to the Software at any time.

3.8. Once the Subscription term is over, Customer will be able to either stop using the Software or renew the license for a new Subscription term.

3.9. A Trial version is available to Customer and allows to use the Software on a limited basis to review, demonstrate, and evaluate the Software. Iotelllect may terminate a trial version and remove all data therein at any time in its sole discretion.

3.10. Your Perpetual License and Subscription does not include any training services, which are available as additional service.

3.11. During the Subscription term, Iotelllect will provide support for the Software in accordance with the Support Terms.

3.12. Iotelllect will provide support of Perpetual License during one year from purchase in accordance with the Support Terms.

4. FEES AND PAYMENT TERMS

4.1. Your access to and use of the Cloud-based Software as well as use of the On-premise Software are subject to Your payment in full according to Company's then-current Price List as published on the

Website.

4.2. You shall make Subscription payments in advance of each month or year, as applicable, for which You have subscribed, unless otherwise stated in the Order Form. All Subscription fees are non-refundable.

4.3. You shall make Perpetual License payments in advance before starting to use the Software, unless otherwise stated in the Order Form. All Perpetual License fees are non-refundable.

4.4. All fees are stated, and shall be paid, in US Dollars, and, unless otherwise stated in the Order Form, are exclusive of all taxes, levies, or duties, which are Your responsibility. If You are located in a jurisdiction which requires You to deduct or withhold taxes or other amounts from any amounts due to lotellect, You must notify lotellect in writing. In such a case, the Company reserves the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to lotellect will not be less than the amount to be received without the required deduction or withholding. The available payment methods are set forth in the Website.

4.5. You shall purchase a Subscription or a Perpetual License and pay the fees by using Your credit card or other online tools or services. If You choose to do so, such payment will be processed through a third party payment processing service, and additional terms may apply to such payments. The Company is currently involved with a third party VeriFone, Inc. (Verifone) for online payment processing services, and in addition to these Terms, You agree Verifone's terms and conditions shall apply to Your online payments of the fees. Verifone's terms are available at <https://www.2checkout.com/>. lotellect reserves the right to use other third party payment processing services for such purposes in the future.

4.6. Subject to these Terms, You may purchase additional services that lotellect will provide to You pursuant to the applicable order. Additional services may be subject to additional policies and terms as specified by the Company.

5. PARTNERS SALES

If You purchase a Subscription or a Perpetual License through an authorized Partner of lotellect:

- a) instead of paying to lotellect, You will pay the applicable amounts to the Partner, as agreed between You and the Partner. lotellect may suspend or terminate Your rights to use Software if it does not receive the corresponding payment from the Partner;
- b) Your order details will be as stated in the order placed with lotellect by the Partner on Your behalf, and Partner is responsible for the accuracy of any such order as communicated to the Company;
- c) Partner is obligated to support the Software in accordance with the terms agreed between You and the Partner;
- d) Partner is not authorized to modify these Terms or make any promises or commitments on lotellect behalf, and lotellect is not bound by any obligations to You other than as set forth in these Terms.

6. LICENSE RESTRICTIONS

You and Your authorized users, including Derived Software users, shall not:

- a) reproduce, modify, or adapt any part of the Software;
- b) copy (except archival or back-up copies of Software), distribute, resell, provide to rent Software;
- c) use the Application Programming Interface (API) of the Software to inject any type of machine-generated data into the Software and its underlying storage facilities;
- d) attempt to disassemble, duplicate, decompile, reverse engineer, or distribute any portion of the Software or permit any third party to do so;
- e) use the Software to send, store, or transmit data that may violate the Intellectual Property Rights of any third party, or which have been unlawfully obtained;
- f) use the Software to store, transmit, or process data that: (i) is unlawful, harmful, threatening; (ii) facilitates illegal activity; (iii) promotes unlawful violence; or (iv) is otherwise illegal or causes damage or injury to any person or property.

lotellect reserves the right, without liability or prejudice to any other rights, to disable Your Subscription or withdraw your Perpetual License if You violate these license restrictions.

7. TERMINATION OF SUBSCRIPTION OR PERPETUAL LICENSE

7.1. Software Subscription will remain active until it reaches its renewal date.

7.2. If Your Subscription payment for the next Subscription period is not received, Your Subscription will be canceled.

7.3. Customer may elect to cancel a Subscription at its next bill date, or at the end of its term. Canceling a Subscription will move the Subscription's status to canceled and the Subscription will automatically expire at the next bill date or term renewal.

7.4. lotellect does not guarantee to preserve a canceled Account or store data generated within a Cloud-based Software for any period of time.

7.5. lotellect may terminate Your Subscription or Perpetual License if You violate these Terms.

7.6. Upon termination, You agree to destroy the On-premise Software, including all accompanying data, documents, and copies.

7.7. Termination of these Terms for any reason shall not affect any payment obligations due under these Terms.

7.8. All provisions related to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive any termination.

8. COPYRIGHT AND INTELLECTUAL PROPERTY

8.1. All title and copyrights for and to the Software, including but not limited to any copywritten images, demos, source code, intermediate files, packages, incorporated into the Software, the accompanying documentation, are the intellectual property of and are owned by lotellect.

8.2. The Software contains third party components which are subject to additional notices, terms and conditions. Customer acknowledges and agrees that certain third party components which are not incorporated into the Software may be required in order for Customer to use or enjoy the full benefit of the Software. Customer shall be fully responsible for obtaining a lawful copy of such components.

Customer use of such separately acquired third party components shall be in accordance with any terms and conditions of the license agreement provided with such components.

8.3. The Software is protected by applicable local and international laws, including but not limited to the international copyright treaties.

8.4. You retain all right, title and interest in and to Your data in the form submitted to the Software. Subject to these Terms, and solely to the extent necessary to provide the Software to you, You grant the Company a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display Your data. Solely to the extent that reformatting Your data for display in the Software constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works.

8.5. Iotelllect may identify You as a Customer in promotional materials. Iotelllect will promptly stop doing so upon Your request sent to sales@iotelllect.com.

9. LIMITED WARRANTY

9.1. By granting rights to the Software, Iotelllect guarantees that copyrights, related, or any other rights of third parties are not violated and that royalties have been fully paid to all the authors of the Software.

9.2. Iotelllect guarantees that during Software development, all information was obtained from legally valid sources. State secrets, as well as confidential information and trade secrets of third parties are not infringed.

9.3. Iotelllect implement and maintain physical, technical and administrative security measures designed to protect Your data from unauthorized access, destruction, use, modification, or disclosure. Iotelllect also maintain a compliance program that includes independent third-party security audits.

9.4. Iotelllect makes no warranty, does not set conditions, neither expressed nor implied by law, custom, practice, or otherwise, except that Software broadly answers the purpose and technical descriptions. The Software is provided "AS IS" without warranties of any kind, including limitations, without any warranties of merchantability, applicability for a particular purpose and noninfringement. Software is provided in the condition it has at present and with all defects that appeared immediately or not immediately. Iotelllect does not guarantee that the Software will be error-free.

9.5. Iotelllect does not pledge or provide guarantees that Your use of the Software is permitted or will be permitted by law in Your jurisdiction.

9.6. Customer is solely responsible for obtaining and maintaining all computer hardware and other equipment required to access or use the On-premise Software, as well as covering all relevant third-party software and hosting costs.

10. CONFIDENTIALITY

10.1. Both Iotelllect and Customer agree to protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Each party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms.

10.2. Each Party shall promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party 's Confidential Information.

10.3. Both Iotelllect and Customer may disclose Confidential Information pursuant to applicable court order or other legal process if they are compelled by law to do so. The Disclosing Party must provide the other Party with notice before such mandatory disclosure to the extent legally permitted.

11. INDEMNITY

11.1. Within the limits set by applicable law, each Party consents to defend, indemnify, and hold harmless the other Party, and their respective directors, shareholders, representatives, in any action or suit brought by any third party due to or arising out of: (a) breaching Party (Indemnitor) use of the Software or violation of these Terms; (b) infringement of any trademark, patent, copyright, right of privacy, publicity, or any other Intellectual Property Right of that third party, or misappropriation, unauthorized use, or disclosure of any trade secret of a third party by Indemnitor.

11.2. Indemnitor will pay all damages awarded therein against other Party (Indemnitee) or the other indemnified parties, or settlement agreed upon by the Parties, including all attorney's fees and costs incurred by Indemnitee or the other indemnified parties. Indemnitee will promptly notify Indemnitor of such action and give Indemnitor authority, information, and reasonable assistance (at Indemnitor's expense) for the defense of such suit or proceeding.

12. GOVERNING LAW AND DISPUTES

These Terms and any disputes between Customer and Iotelllect shall be governed by and construed in accordance with the laws of England and Wales. All disputes shall be heard at the High Court in London.

13. LIABILITY RESTRICTIONS

13.1. Iotelllect is not liable for any direct or indirect damage, including lost profit, loss of Confidential Information arising from Software usage/inability to use, among them due to possible errors or misprints in Documentation transmitted in electronic or printed form.

13.2. Iotelllect is not liable for Software efficiency in case of damage of Customer's data storage items, computer virus influence, power failures, equipment failures, intentional damage, or operation manual violation (security crack attempts, and so on).

13.3. Iotelllect is not liable for problems with Software operation associated with usage or pirate system, network, or application software.

13.4. All claims, regardless of their type, are not accepted if Customer cannot bring a claim within a year after the cause of the claim is known to Customer.

14. MISCELLANEOUS

14.1. If any one or more of the provisions of the Terms shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any of the other portions of these Terms. Failure or delay by either Party in exercising any right hereunder shall not operate as a waiver of such right.

14.2. Except for payment for fees due hereunder, neither Party shall be liable for any losses arising out of

the delay or interruption of its performance of obligations under the Terms due to any act of God, act of governmental authority, act of public enemy, terrorism, war, riot, flood, civil commotion, severe weather conditions, unplanned system down time, or any other cause beyond the reasonable control of the Party delayed.

14.3. You acknowledge and agree to remain solely responsible and liable for the activity that occurs in connection with Your license, including the data stored and activities performed in Derived Software.

14.4. Iotelllect is not responsible for any access to or use of Your data by third party providers or their products or services, or for the security or privacy practices of any third party provider or its products or services. You are solely responsible for Your decision to permit any third party provider or third party product or service to use Your data. It is Your responsibility to carefully review the agreement between You and the third party provider, as provided by the applicable third party provider.

Please address your questions related to the Terms to legal@iotelllect.com.