

Wiliot™ Customer Terms & Conditions

Last updated: 12 April, 2022

These *Wiliot Customer Terms and Conditions* (the "**Agreement**") apply to and govern:

- (a) Access to, and use of, the Wiliot Platform (defined below); and
- (b) Any Orders (defined below). Each Order shall be deemed incorporated into this Agreement by reference.

The Agreement constitutes a binding agreement between **Wiliot, Inc.** (or, if applicable, the other *Wiliot* entity specified in the Order) ("**Wiliot**", "**we**", "**us**", or "**our**") and the customer entity registering for the Platform ("**Customer**" "**your**", or "**your**"). Wiliot and Customer may be collectively referred to herein as the "**Parties**", and each individually as a "**Party**".

This Agreement commences on the date you first register for, or access, the Wiliot Platform (the "**Effective Date**").

By accessing or using the Wiliot Platform, or otherwise placing an Order, you agree to the terms and conditions of this Agreement. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT CLICK "SUBMIT/I AGREE/I ACCEPT/SIGN UP" (OR THE SIMILAR BUTTON OR CHECKBOX), AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE WILIOT PLATFORM.

An individual entering into this Agreement on behalf of the Customer, represents that he/she has the right, authority and capacity to act on behalf of the Customer and to bind the Customer to this Agreement.

We reserve the right to unilaterally amend these terms and conditions at any time by posting the modified version at <https://www.wiliot.com/customer-terms-conditions>. In such cases, we will provide you with notice through a pop-up or banner within your Wiliot Platform account, by sending an email (or other written notice) to you, or through other similar mechanisms. **The modified Agreement shall become effective and binding thirty (30) days following such notification (unless the notification specifies a later effective date).**

For the avoidance of doubt, this Agreement does not apply to Wiliot IoT Pixels, Hardware, or Wiliot Cloud subscriptions purchased by you from a Wiliot-authorized reseller, distributor, or similar channel partner (a "Wiliot Partner"). In such cases, you are making those purchases directly from the Wiliot Partner (and accordingly, you agree that you have no contract with Wiliot in respect of such purchases). But for clarity, this Agreement will still apply to your access and use of the Wiliot Platform.

1. **DEFINITIONS**

"**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" means all information disclosed or otherwise made available by one Party to the other Party, regardless of form, which is designated as 'confidential' (or the like), and/or that a reasonable person would understand to be confidential given the nature of the information and/or the circumstances of disclosure, and includes, but is not limited to: (a) any information related to Discloser's business, such as cost data, pricing methodologies, price lists, business plans and opportunities, marketing plans, financial and accounting information, forecasts and valuations, market share data, sales volumes, discounts, and budgets; (b) information relating to actual or potential customers, suppliers, products and services; and (c) technical data, computer programs and software code (including firmware and source code), ideas, inventions, algorithms, know-how, analyses, lab notebooks, specifications, processes, techniques, formulas, engineering designs and drawings, architectures, circuit schematics and circuit layouts, models, samples, hardware configuration information, and other technology and intellectual property.

"Content" means any text, data, information, reports, files, images, graphics, software code, or other content.

"Customer Content" means any Content submitted or uploaded to, or transmitted through, the Wiliot Platform, or otherwise provided or made available to Wiliot, by or on behalf of Customer. For the avoidance of doubt, applications you develop using our Wiliot Platform development tools, are Customer Content.

"Hardware" means the peripheral hardware items (such as gateways and bridges) used in conjunction with the Wiliot IoT Pixels, as specified in the Order.

"Intellectual Property Rights" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property, and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

"Law" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"Order" means any order form, sales order, quote, or other ordering functionality for the purchase of Wiliot IoT Pixels and/or Hardware, which is either:

- (a) executed offline by the Parties; or
- (b) submitted by you via the Wiliot Platform.

"Playbook" means a playbook that we offer, or that you create, via the Wiliot Platform, which sets forth the Wiliot Cloud Dimensions for your Wiliot Cloud subscription, as well as the actions, logic, entitlements, and other usage and consumption parameters you configure therefor.

"Pricing Page" means, depending on where you are submitting the Order, the relevant Site or Wiliot Platform web page(s) where we publish the list price(s) for the Wiliot Solution, as updated by us from time to time. [shop.wiliot.com]

"Professional Services" means Wiliot Solution-related installation, deployment, configuration, site-survey, training, customization, integration, or other professional services.

"Service Content" means any Content (excluding Customer Content) appearing on or in, or otherwise provided or made available via, the Wiliot Platform. Unless the context requires otherwise, references in this Agreement to "Wiliot Cloud" shall be deemed to include the Service Content as well.

"Kit" means non-production kit versions for the Wiliot Solution, comprised of the Wiliot IoT Pixels, Hardware, and a limited Wiliot Cloud subscription, all as specified in the Order. If the Order for a Kit does not specify the length of the Wiliot Cloud subscription, the subscription shall be six (6) months.

"Site" means Wiliot's website currently at <https://wiliot.com>.

"Support Services" means the Wiliot Solution-related technical support and maintenance services specified in the Order. If no such services are specified in the Order, then "Support Services" shall mean Wiliot's standard technical support services made available via the Wiliot Platform, as described in the then-current Wiliot Cloud Service Level Agreement (currently available at: <https://www.wiliot.com/sla#01>).

"Usage Statistics" means any non-Customer-identifying information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or your use, of the Wiliot Solution (such as metadata, aggregated data, analytics, as well as time, length of text, request parameters of API calls).

"Wiliot Cloud" means the Wiliot Platform's sensing and analytics cloud service for the decryption, transmission, analytics, and other processing of Wiliot IoT Pixel sensor data, and (as applicable) the associated Wiliot applications, APIs and SDKs that you purchase in connection with such cloud solution.

"Wiliot Cloud Dimensions" means the sensing capabilities (such as temperature, humidity, proximity, location) and time resolution dimensions for your Wiliot Cloud subscription.

"Wiliot Platform" means Wiliot's online eco-system for the Wiliot Solution. For the avoidance of doubt, and unless the context requires otherwise, references herein to the Wiliot Platform shall also be deemed to include the Wiliot Cloud.

"Wiliot Solution" means Wiliot's sensing-as-a-service solution, comprised *inter alia* of the Wiliot Platform, the Wiliot IoT Pixels, and the Hardware. Unless the context requires otherwise, references herein to the Wiliot Solution shall be deemed to include (each and collectively, as the case may be) the Wiliot Platform, the Wiliot IoT Pixels, and/or the Hardware.

"Wiliot IoT Pixels" means Wiliot's proprietary Bluetooth® tags, as specified in the Order.

2. WILIOT PLATFORM

- a) Subscription. Subject to the terms and conditions of this Agreement (including without limitation your payment of all applicable Fees), we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable right and license, during the terms of this Agreement, to internally access and use the Wiliot Platform in connection with your authorized use of Wiliot IoT Pixels, Hardware, and Wiliot Cloud subscriptions.
- b) Reservation of Rights. For the avoidance of doubt, the Wiliot Platform is only licensed or provided on a subscription basis (and is not sold) hereunder, and, except for the Subscription, you are granted no other right or license in or to Wiliot Platform, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.
- c) Account. In order to access the Wiliot Platform, you may be given the opportunity (or otherwise be required) to create an account by submitting the information requested in the applicable online form or Wiliot Platform interface ("**Account**"). Moreover, you might be required to designate an administrator Account ("**Admin Account**") and a user Account for each user within your organization (each, a "**User Account**"). Depending on the level of permissions assigned to the Admin Account and each User Account, certain features and functionalities of the Wiliot Platform may not be available to you. You shall ensure that all information submitted during the registration process is, and will thereafter remain, complete and accurate. As between you and Wiliot, you shall be solely responsible and liable for maintaining the confidentiality and security of its Account credentials, as well as for all activities that occur under or in such Account. You shall promptly notify us in writing of any unauthorized access to, or use of, an Account, or any other breach of security. Personal information received during the Account registration process will be processed in accordance with Wiliot's privacy policy on the Site.
- d) Wiliot Platform Delivery and Hosting. The Wiliot Platform is made available to you electronically over the cloud. Any software (or other goods) delivered to you, shall be deemed accepted upon delivery. The hosting of Wiliot Platform (and related processing) may be provided by a third-party cloud hosting provider selected by us ("**Hosting Provider**").

- e) Features and Functionalities. We may, from time to time, modify and replace the features and functionalities (but not material functionalities to which you are entitled under this Agreement, unless it improves the material functionality), as well as the user interface, of the Wiliot Platform. Some features and functionalities may in any event be restricted by geography or otherwise, in order for us to comply with applicable Law or commitments to third parties. You acknowledge and agree that your Subscription, as well as any purchases hereunder, is not contingent on the delivery of any future functionality or feature, or dependent on any oral or written statements made by or on behalf of Wiliot regarding future functionalities or features.
- f) Suspension. We reserve the right to temporarily suspend provision of the Wiliot Platform: (A) if you are seven (7) days or more overdue on a payment; (B) if we deem such suspension necessary as a result of your breach of the Subscription (such as a breach under Section 5 (*Usage Restrictions*)); (c) if we reasonably determine suspension is necessary to avoid material harm to us, to our other customers, or to the Wiliot Platform (for example, if the cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of our control); and/or (d) as required by Law or at the request of governmental entities.
- g) Third Party Integrations. You may be able to integrate your Account by integrating with third party applications that the Wiliot Platform supports (a "**Third Party Application**"). As part of such integration, the Third Party Application may provide us with access to certain information that you have provided to such Third Party Application. The type of such information provided to us, as well as the manner in which the Third Party Application uses, stores, and discloses such information, is governed solely by the policies of the third party operating the Third Party Application, and Wiliot shall have no liability or responsibility for the privacy practices or other actions of such third parties. We enable such integrations merely as a convenience, and the availability of such integrations does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Wiliot of such Third Party Application or third party, nor any affiliation between Wiliot and such third party. We shall have no obligation or liability of any kind whatsoever for a Third Party Application or for the third party's policies, practices, actions, or omissions.

3. **WILIOT IoT PIXELS AND HARDWARE**

This Section (Wiliot IoT Pixels and Hardware) applies if you place an Order for Wiliot IoT Pixels and/or Hardware.

- a) Order Acceptance. Your Order is subject to acceptance by Wiliot (for example, through a notification to your Account accepting the Order). Accordingly, unless and until your Order is accepted by Wiliot, it shall not be effective or otherwise binding on Wiliot.
- b) Delivery. Wiliot shall use commercially reasonable efforts to meet any delivery dates specified in the Order; however, you acknowledge that such delivery dates are estimates only. If you default in payment for Wiliot IoT Pixels and/or Hardware, or if we determine in good faith that you are not financially reliable, we may suspend or withhold further delivery of the Wiliot IoT Pixels or Hardware. Unless expressly agreed otherwise in writing between the Parties, Wiliot IoT Pixels and Hardware will be deemed accepted upon delivery.
- c) Cancellation. We may cancel your Order (or a portion thereof) at any time prior to delivery of the cancelled Wiliot IoT Pixels or Hardware (as the case may be), in which case you will be entitled to a refund of any pre-paid Fees for such cancelled Wiliot IoT Pixels and/or Hardware (as the case may be).
- d) Scope of Use. Your use of Wiliot IoT Pixels and/or Hardware shall be subject to whatever usage limitations (such as locations, use cases, etc.) are specified in the Order. We shall have no obligation or liability of any kind whatsoever for any use of Wiliot IoT Pixels or Hardware beyond the authorized use. **Without limiting the generality of the foregoing, you agree to use the Kit solely for your own internal piloting, evaluation, or similar non-production use.**
- e) Incoterms. Unless stated otherwise in an Order, Wiliot IoT Pixels and Hardware will be delivered to you Ex Works (Incoterms 2010) the applicable facility of Wiliot or its fulfillment provider (at which time risk of loss

of, or damage to, the Wiliot IoT Pixel or Hardware shall pass to you), and you shall bear all shipping charges and other delivery costs.

- f) Title to Wiliot IoT Pixels and Hardware. Title to Wiliot IoT Pixels and Hardware shall only pass to you upon full payment therefor by you; *provided, however*, that to the extent the foregoing arrangement is not permissible under applicable Law, then: (a) title to such Wiliot IoT Pixel or Hardware (as applicable) shall pass to you at the same time as risk of loss/damage (in accordance with the applicable Incoterms); and (b) pending full payment for the Wiliot IoT Pixel or Hardware (as applicable), we hereby reserve and maintain, and you hereby grant us, a first priority purchase money security interest in the Wiliot IoT Pixel or Hardware, wherever located, together with all replacements and proceeds (including without limitation insurance proceeds) related thereto or derived therefrom. You agree upon our request to sign appropriate financing statements (and other documentation) evidencing our security interest.

4. WILIOT CLOUD

This Section (Wiliot Cloud) applies if you place an Order subscribing to a Playbook.

Your subscription to Wiliot Cloud is limited to whatever Wiliot Cloud Dimensions, and other actions, logic, entitlements, and other usage and consumption parameters (for example, subscription duration, data storage capacity, number of users, available regions, APIs, number of API calls, available features and functionalities, etc.) are specified in the Order and the applicable Playbook (the "**Subscription Scope**"). You shall not use any technical or other means within, or external to, the Wiliot Platform to exceed or circumvent the Subscription Scope. We shall have no obligation or liability of any kind whatsoever for any access or use of Wiliot Cloud beyond the Subscription Scope. **Without limiting the generality of the foregoing, if you have purchased a Kit, then your Wiliot Cloud subscription for the Kit shall be for a limited period of time specified in the Order.**

5. USAGE RESTRICTIONS

As a condition to (and except as expressly permitted by) the Subscription and other rights granted to you in this Agreement, you shall not do (or permit or encourage to be done) any of the following usage restrictions (in whole or in part):

- a) copy, make, create public Internet "links" to, "frame", or "mirror" the Wiliot Solution;
- b) except for purchased Wiliot IoT Pixels and Hardware, sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Wiliot Solution to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment);
- c) publicly perform, display or communicate the Wiliot Solution;
- d) modify, adapt, translate, or create a derivative work of the Wiliot Solution;
- e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code, non-literal aspects, or other underlying components (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, algorithms) or internal composition (such as wiring, architecture, or mechanical or chemical composition) of, the Wiliot Solution;
- f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Wiliot Solution;
- g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Wiliot Solution;
- h) use the Wiliot Solution to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, the Wiliot Solution;
- i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Wiliot Solution, or use any robot, spider, scraper, harvesting, or any other automated means to access the Wiliot Solution;
- j) employ any hardware, software, device, or technique to pool connections or reduce the number of users, API calls, or endpoints that directly access or use the Wiliot Solution (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling');
- k) forge or manipulate identifiers in order to disguise the origin of any Customer Content;
- l) take any action that imposes or may impose (as determined in Wiliot's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support Wiliot Cloud, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure;

- m) use the Wiliot Solution in connection with any stress test, penetration test, competitive benchmarking or analysis, or vulnerability scanning, or otherwise publish or disclose (without Wiliot's prior express written approval) any the results of such activities or other performance data of the Wiliot Solution;
- n) use the Wiliot Solution to circumvent the security of another person's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or
- o) use the Wiliot Solution to violate any Law or third party rights (such as third party privacy rights).

6. **SUPPORT AND PROFESSIONAL SERVICES**

- a) **Support Services.** Subject to you remaining current all payment obligations under this Agreement, you will be entitled to receive the applicable Support Services.
- b) **Professional Services.** If you wish to receive, and Wiliot agrees to offer you, Professional Services, Wiliot will issue you a quote via the Wiliot Platform, which will describe the Professional Services to be provided, the applicable Fees, and other transaction-specific details regarding such Professional Services (collectively, the "**Professional Services SOW**"). Once accepted by you, the Professional Services SOW shall be deemed incorporated into this Agreement by reference.
- c) **General.** Support Services and Professional Services (collectively, "**Services**") will be performed by us and/or our Affiliates, and are provided for the benefit of you only. You shall fully cooperate with us, and shall make available to us all relevant systems, assets, and resources, in connection with the provision of Services. With your prior written approval (not to be unreasonably withheld, conditioned, or delayed) we may subcontract Services (in whole or in part) to a third party contractor. Unless expressly agreed otherwise in writing, Services shall be carried out remotely, and any physical attendance at your offices or other locations requested by you, if agreed to by us (for example, in a Professional Services SOW), shall be charged at our then-current rates, and we shall also be entitled to reimbursement for travel and lodging costs and expenses incurred.

7. **CUSTOMER CONTENT**

- a) **Ownership and License.** As between you and Wiliot, you are the exclusive owner of your Customer Content. You hereby grant to Wiliot and its Affiliates a worldwide, non-exclusive, royalty-free, paid-up, sublicensable (to our data sub-processors, Hosting Providers, as well as to our third party service providers engaged by us in the provision of Services), irrevocable right and license to copy, process, create derivative works of, modify, adapt, and otherwise use your Customer Content: (A) during the Term of this Agreement, for the purpose of performing under this Agreement; and/or (B) on a perpetual basis, for the purpose of generating Usage Statistics, as well as enhancing the Wiliot Platform, the Wiliot IoT Pixels, the Hardware, and/or our Services.
- b) **Responsibility.** You are, and shall always remain, solely responsible and liable for your Customer Content, including without limitation ensuring your Customer Content does not violate any applicable Laws or third party rights. Without limiting the generality of the foregoing:
 - (i) unless the Wiliot Platform specifically requests otherwise, you will ensure that no Customer Content includes or links to Personal Data (defined below); and
 - (ii) you will ensure that: (A) no processing of Customer Content under this Agreement (whether by us, our Affiliates, or if applicable the Hosting Provider) will violate any Law, proprietary right, or privacy right; and (B) you have obtained and will maintain all required consents and licenses, and will maintain all ongoing legal bases under relevant privacy and data protection Laws (if applicable), necessary to provide, make available, and otherwise expose Customer Content to us, our Affiliates, our Hosting Providers, and other service providers.
- c) **Data Location.** Customer Content may be hosted and processed by us, our Affiliates, our Hosting Providers, and our respective third party service providers in Israel, the United States, the European Economic Area (EEA), the United Kingdom, and other locations around the world.
- d) **Data Processing Agreement (DPA).** To the extent that, in connection with the processing of Customer Content pursuant to this Agreement, you require a data processing agreement, then: (a) unless the Parties

agree to execute a separate data processing agreement, you agree to execute (and, if necessary, deliver to Wiliot the executed copy of) Wiliot's *Data Processing Agreement* available on the Site or within the Wiliot Platform (in each case, a "**DPA**"), following which, the DPA shall be deemed incorporated herein by reference; (b) Wiliot processes any Personal Data (defined below) within your Customer Content solely as 'data processor' (as further described in the DPA), and Customer shall be the 'data controller' (as further described in the DPA); (c) in addition to any further instructions specified in the DPA, this Agreement represents your instructions for processing of Personal Data within your Customer Content; and (d) unless and until a DPA is executed and returned to us, you agree that we, our Affiliates, the Hosting Provider, and our other third party service providers shall have no obligation or liability to you of any kind whatsoever. "**Personal Data**" means any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

- e) Data Storage. Your Playbook will specify the applicable data storage parameters (such as capacity and length) for Customer Content transmitted from Wiliot IoT Pixels to your Account (and in the absence of such parameters being specified, the default length shall be six (6) months). Once any of the storage parameters have been consumed, Wiliot shall be entitled to erase the applicable Customer Content but will first give you a reasonable opportunity (not to exceed seven days) to download or export such Customer Content. Notwithstanding the foregoing, the Wiliot Platform is not intended to, and will not, operate as a data storage or archiving product or service, and you agree not to rely on the Wiliot Platform for the storage or archiving of any Customer Content whatsoever. You are solely responsible and liable for the maintenance and backup of all Customer Content.
- f) HIPAA. We do not intend, and absent our prior express written consent we do not permit, use of the Wiliot Solution by any person that is a "covered entity" or a "business associate" under the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**"), where such use would involve access by us to "protected health information" (as defined under HIPAA). If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the Wiliot Solution in any manner that would permit such access, absent prior express written consent from us.

8. PAYMENT

- a) Fees. You agree to pay us the fees and other charges set forth in each Order and Professional Services SOW (the "**Fees**").
- b) Pricing for Wiliot IoT Pixels and Hardware. Pricing for Wiliot IoT Pixels and the Hardware (as the case may be) will be as follows:
 - (i) for online Orders, according to the then-current Pricing Page.
 - (ii) for offline Orders, according to whatever pricing is specified in such Order.

Unless stated otherwise in the Order, Fees for Wiliot IoT Pixels and Hardware will be invoiced in advance at the time of Order placement.

- c) Pricing for Wiliot Cloud. Pricing for Wiliot Cloud will be according to the then-applicable Wiliot Cloud Dimensions selected by you for your Wiliot Cloud subscription (and we shall be entitled to increase such pricing by written notice to you, provided that such updated pricing shall only apply to your next monthly invoice, if applicable), and the number of Activated Wiliot IoT Pixels in the applicable billing cycle. In the event that you add additional Wiliot Cloud Dimensions (a "**Cloud Upgrade**"), any incremental Fees associated with such Cloud Upgrade will be prorated over the remaining period of the then-current billing cycle. An "**Activated Wiliot IoT Pixel**" means, as determined by Wiliot's tracking tools, a Wiliot IoT Pixel that has transmitted data to the Wiliot Cloud.

The billing cycle for Wiliot Cloud is on a calendar monthly basis, and Fees for Wiliot Cloud will be invoiced in arrears.

- d) Payment Terms. Unless expressly stated otherwise in this Agreement or in an Order: (a) all Fees are stated, and are to be paid, in US Dollars; and (b) all payments and payment obligations under this Agreement are non-refundable, and are without any right of set-off or cancellation. If we do not collect a credit card, debit card, or other payment method from you at the time of purchase (a "**Payment Method**"), we will invoice you for the Fees, and we shall be entitled to do so via email to the applicable Customer contact email address specified in the Order (or associated with your Account), as well as via a functionality of the Wiliot Platform.
- e) Overdue Payments. Any amount not paid by you when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month or the highest amount permitted by applicable Law. If you believe that we have invoiced you incorrectly, you must contact us no later than ten (10) days after receiving the invoice in which the alleged error appeared; *otherwise* you shall be deemed to have accepted the invoice and waived all claims in connection therewith. We will not charge you interest under this Section (*Overdue Payments*) or suspend your access to the Wiliot Platform pursuant to Section 24(f) (*Suspension*) if you are disputing the applicable Fees reasonably and in good faith, and are cooperating diligently to resolve the dispute (provided that you shall remit payment for any undisputed amounts in a timely manner).
- f) Taxes. All pricing is exclusive of applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon our net income. You must provide a valid tax exemption certificate if claiming a tax exemption. In the event that you are required by any Law to withhold or deduct taxes for any payment under this Agreement, then the amounts due to us shall be increased by the amount necessary so that we receive and retain, free from liability for any deduction or withholding, an amount equal to the amount it would have received had you not made any such withholding or deduction.
- g) Payment Method Processing. You represent and warrant that all payment and billing information provided is (and will remain) complete and accurate, and you have the right to use, and have obtained all necessary consents to enable, the necessary Payment Method, and make your purchase with such Payment Method. If applicable to the Payment Method, payment of Fees may be processed through a third-party payment processing service (which will receive and process your billing information), and additional terms may apply to such payments. You authorizes us (and/or our designee) to: (a) request and collect payment (and to otherwise take other billing actions, such as refunds) from you on a recurring basis; and (b) make any inquiries we deem necessary, from time to time, to validate your designated Payment Method or financial information, in order to ensure timely payment of Fees (including, but not limited to, for the purpose of receiving updated payment details from your payment, credit card, or banking account provider – such as, updated expiry date or card number). You acknowledge and agree that we are not responsible for how any third-party payment processor transmits, stores, uses, or shares your Payment Method information.
- h) Reporting. We may issue Subscription- and Fee-related reporting and billing notices via email to the applicable Customer contact email address specified in the Order (or associated with your Account), as well as via a functionality of the Wiliot Platform.

9. **IP OWNERSHIP**

- a) Wiliot IP. We (and/or our licensors and suppliers, as applicable) are, and shall be, the exclusive owner of all right, title (except for title to Wiliot IoT Pixels and Hardware once it passes to you hereunder), and interest, including without limitation all Intellectual Property Rights, in and to:
 - (i) the Wiliot IoT Pixels and the Hardware;
 - (ii) the Wiliot Platform;
 - (iii) the Services;
 - (iv) our Confidential Information;
 - (v) any suggestions, ideas, corrections, enhancement requests, or other feedback for or about the Wiliot Solution (collectively, "**Feedback**");
 - (vi) any Usage Statistics; and
 - (vii) any improvements, derivative works, enhancements, and/or modifications of/to any of the foregoing, as well as any other Intellectual Property conceived, authored, or otherwise developed pursuant to this Agreement (such as software, algorithms, designs, and know-how developed in connection with Professional Services), in each case regardless of inventorship or authorship.

- b) Undertaking. To the extent any of the foregoing ownership rights do not automatically vest in us, you shall procure the assignment (and hereby irrevocably assign) to us (and/or our designee(s)) such ownership rights. You undertake to do all things reasonably requested by us (including without limitation executing, filing, and delivering instruments of assignment and recordation), at our reasonable expense, to perfect the ownership rights set forth in this Section (*IP Ownership*). Any rights not expressly granted to you in this Agreement, are hereby reserved by Wiliot and its licensors and suppliers.

10. CONFIDENTIALITY

- c) General. Either Party may disclose or otherwise make available Confidential Information under this Agreement and shall, in doing so, be referred to as the "**Discloser**" hereunder. The other Party when receiving Confidential Information shall be referred to as the "**Recipient**". For the avoidance of doubt, disclosures by, to, or between the Parties' respective Affiliates shall also be deemed Confidential Information and be subject to this Agreement.
- d) Exclusions. Confidential Information shall not include any information that: (a) is lawfully known by the Recipient at the time of disclosure, on a non-confidential basis; (b) is or becomes, through no fault of the Recipient, available to the general public; (c) is independently developed by the Recipient without use or reference to Confidential Information; or (d) is rightfully disclosed to Recipient on a non-confidential basis by a third party.
- e) Safeguarding. The Recipient shall not use the Confidential Information for any purpose, except to perform under this Agreement and/or as otherwise expressly permitted by this Agreement. To maintain the confidentiality of the Discloser's Confidential Information, Recipient agrees to use the same degree of care it employs for the protection of its own Confidential Information (and in any event, a reasonable degree of care), and to procure that all such measures and safeguards are taken by its Representatives (defined below).
- f) Non-Disclosure. Recipient shall not disclose or make available any Confidential Information to any person other than to its Representatives (defined below) who have a strict need to know the Confidential Information for the purpose of Recipient performing its obligations under this Agreement, and who are bound to the Recipient by an agreement of confidentiality that contains substantially the same confidentiality obligations contained in this Agreement (or by comparable fiduciary or professional duties of confidentiality). Recipient shall remain primarily responsible and liable for its Representatives' acts and omissions in respect of the Confidential Information, as fully as if they were the acts and omissions of Recipient itself. "**Representatives**" means Recipient's and/or its Affiliates' directors, officers, employees, professional advisors (including, without limitation, attorneys, financiers, and accountants), contractors, and agents.
- g) Compelled Disclosure. Recipient may disclose Confidential Information to the minimum extent required by a Legal Requirement; *provided, however*, that before Recipient does so disclose it shall, to the extent legally permitted, use reasonable endeavours to give the Discloser as much notice of such disclosure as possible, and reasonably assist Discloser in seeking a protective order or other appropriate remedy. "**Legal Requirement**" means (a) an order of any court of competent jurisdiction, any regulatory, judicial, governmental or similar body, or any taxation authority of competent jurisdiction, (b) the rules of any listing authority or stock exchange on which its shares or those of any of its Affiliates are listed or traded, and/or (c) the laws or regulations of any country to which its affairs or those of any of its Affiliates are subject.
- h) Proprietary Notices. Recipient shall not remove, alter, or conceal any copyright, trademark, patent, or other proprietary rights notices displayed on or in Confidential Information.
- i) Return/Destruction of Confidential Information. Promptly following written request by Discloser at any time (including within a reasonable time following termination of this Agreement), and subject to any ongoing rights that Recipient has pursuant to this Agreement, Recipient shall, as reasonably directed, return, destroy, and/or permanently delete all Confidential Information in its possession or control, and shall thereafter, upon written request, have one of its officers certify in a signed writing compliance with the foregoing. Notwithstanding the foregoing, the Recipient may retain an archival copy of Confidential Information solely to the extent that: (a) such archival copy is contained in electronic files as part of the

Recipient's regular data backup or archiving procedures, and/or (b) such retention is required by any Legal Requirement; and in each of the foregoing cases under paragraphs (a) and (b), provided further that the Recipient shall refrain from accessing or using such Confidential Information, and shall treat such Confidential Information at all times in accordance with the provisions of this Agreement and shall refrain from any use thereof.

11. TERM AND TERMINATION

- a) Term of the Agreement. This Agreement shall, unless terminated earlier in accordance herewith, continue to apply for as long as you have access to the Wiliot Platform.
- b) Wiliot Cloud Seats. Each Activated Wiliot IoT Pixel generates a Wiliot Cloud 'seat' (each, a "**Seat** "), which runs for a subscription term of one (1) month (the "**Seat Subscription Term**"). For the avoidance of doubt, each Seat Subscription Term commences on the first (1st) day of the month in which the corresponding Wiliot IoT Pixel became an Activated Wiliot IoT Pixel (for example, if the Wiliot IoT Pixel became an Activated Wiliot IoT Pixel on March 28, the Seat Subscription Term will be deemed to have commenced on March 1).
- c) Termination. This Agreement and/or your Seat Subscriptions may be terminated as follows:
 - (i) In accordance with any termination rights specified in an Order.
 - (ii) Either Party may terminate this Agreement for cause upon written notice if the other Party commits a material breach under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice from the other Party alleging the breach. The foregoing 30-day cure period shall: (i) not be required if the breach is not curable; and (ii) be reduced to ten (10) days if the material breach in question is your non-payment of any Fees.
 - (iii) Either Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (i) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (iv) the other Party is liquidating, dissolving or ceasing normal business operations.
 - (iv) We may terminate any and all of your Seat Subscriptions upon thirty (30) days' prior written notice to you, following which you shall be entitled to receive a pro-rated refund of any unutilized Wiliot Cloud Fees that you pre-paid for such Seat Subscription(s) based on the remainder of their respective Seat Subscription Term(s).
 - (v) We may terminate this Agreement for convenience upon thirty (30) days' prior written notice to you, following which you shall be entitled to receive a pro-rated refund of any unutilized Wiliot Cloud Fees that you pre-paid for existing Seat Subscriptions under this Agreement based on the remainder of their respective Seat Subscription Term(s).
- d) Effect of Subscription Termination. Upon termination of this Agreement: (i) your Subscription terminates, and we may cease provision of any and all access and use of the Wiliot Platform; and (ii) you shall remove all Wiliot IoT Pixels and Hardware from appliances (or other products to which they are attached), and safely dispose of them. You acknowledge that following termination you may no longer have any further access to any Customer Content within your Account, and that we may (but shall not be obligated to) erase any Customer Content as may have been stored by us at any time.
- e) Effect of Agreement Termination. Upon termination of this Agreement for any reason, you shall pay any outstanding Fees and other charges that accrued as of termination, which shall become immediately due and payable, and, if necessary we may charge your Payment Method (or if applicable, issue a final invoice therefor).
- f) Survival. Any right, obligation or provision that is expressly stated to survive or that ought by its nature to survive termination of this Agreement, shall survive (including without limitation Sections 99 (*IP Ownership*) through 1515 (*Miscellaneous*)). Termination shall not affect any rights and obligations that accrued as of the effective date of termination.

12. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

Wiliot provides you with the warranty set forth in the *Limited Warranty* (currently available at: <https://www.wiliot.com/limited-warranty>) (the "**Limited Warranty**").

Other than the Limited Warranty:

THE WILIOT IoT PIXELS, HARDWARE, WILIOT PLATFORM, SERVICES, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF WILIOT HEREUNDER (COLLECTIVELY, THE "**WILIOT MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY WILIOT AND ITS LICENSORS.

WILIOT DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF WILIOT MATERIALS; (B) THAT CUSTOMER'S USE OF WILIOT MATERIALS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. WILIOT WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

13. **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless us, our Affiliates, and each of our employees, officers, directors, agents and representatives, from and against all claims, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including attorneys' fees) suffered or incurred by us, arising from or relating to: (i) your breach of these Terms or the DPA; (ii) your misuse of the Wiliot Solution; (iii) your Customer Content; and/or (iv) your actual or alleged infringement, misappropriation or violation of any third party right (such as Intellectual Property Right or privacy right) and/or any Law.

14. **LIMITATION OF LIABILITY**

- a) EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION **Error! Reference source not found.**10 (*CONFIDENTIALITY*), CUSTOMER'S BREACH OF THE SUBSCRIPTION (INCLUDING WITHOUT LIMITATION A BREACH UNDER SECTION 5 (*USAGE RESTRICTIONS*)), AND/OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE; (C) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; AND/OR (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- b) THE COMBINED AGGREGATE LIABILITY OF WILIOT AND ALL ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE *GREATER OF*: (A) THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO WILIOT UNDER THIS AGREEMENT IN THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY; OR (B) **FIVE HUNDRED US DOLLARS (USD\$500)**.
- c) THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT; (B) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS

OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

15. **MISCELLANEOUS**

- a) **Entire Agreement.** This Agreement (and its annexes, if any) represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. In entering into this Agreement, neither Party is relying on any representation or statement not expressly specified in this Agreement. Without limiting the generality of the foregoing, this Agreement supersedes the following, each of which shall be deemed rejected, void and of no effect: (i) any shrink-wrap, click-wrap, or similar terms and conditions that accompany, or are included within, the Wiliot Platform (unless you are accepting these Terms as part of your initial access to the Wiliot Platform); and (ii) any terms or conditions (whether printed, hyperlinked, or otherwise) in any purchase order or other standardized business forms, which purport to supersede, modify, or supplement this Agreement. You shall include the Order reference/number in any purchase order issued to us. The section and subsection headings used in this Agreement are for convenience of reading only, and shall not be used or relief upon to interpret this Agreement. This Agreement may be executed in any number of counterparts (including digitally, electronically scanned and e-mailed PDF copies, and any similarly signed and electronically or digitally transmitted copies) each of which will be considered an original, but all of which together will constitute one and the same instrument.
- b) **Precedence.** To the extent of any conflict or inconsistency between a provision in these Terms on the one hand, and a provision in the Order or a Professional Services SOW on the other hand, the former shall prevail (except to the extent expressly stated otherwise in the Order or Professional Services SOW, or to the extent related solely to the Subscription particulars of the Order or the Services particulars of the Professional Services SOW, in which case the latter shall prevail).
- c) **Third Party Content.** The Wiliot Platform may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by us (such Content, "**Third Party Content**"). The Wiliot Platform may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Content or third party, nor any affiliation between us and such third party. We shall have no obligation or liability of any kind whatsoever for Third Party Content or for the third party's policies, practices, actions, or omissions. If you enable or use Third Party Content with the Wiliot Platform, we will allow the Third Party Content providers to access and use your Customer Content as required for the interoperation of the Third Party Content and the Wiliot Platform. Any Third Party Content provider's use of Customer Content is subject to the applicable agreement between you and the Third Party Content provider.
- d) **Third Party Software.** The Wiliot Platform may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, we may be required to provide you with notice of the license terms and attribution to the third party, in which case we may provide you with such information (whether via the Wiliot Platform, via the Site, or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms and conditions shall not restrict the license rights granted to you hereunder), and to the extent any such license terms and conditions grant you rights that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. We will comply with any valid written request submitted by you to us for exercising any rights you may have under such license terms and conditions (but we make no commitment on how quickly we will comply).
- e) **Assignment.** This Agreement may not be assigned by you, in whole or in part, without our prior express written consent. We may assign this Agreement, in whole or in part, without restriction or obligation. Furthermore, any of our obligations hereunder may be performed (in whole or in part), and any of our rights (including invoice and payment rights) or remedies hereunder may be exercised (in whole or in part),

by our Affiliates. Any prohibited assignment will be null and void. Subject to the provisions of this Section (*Assignment*), this Agreement will bind and inure to the benefit of each Party and its respective successors and assigns.

- f) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods, as well as the Uniform Computer Information Transactions Act (UCITA) (regardless of where or when adopted), shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy between the Parties will be subject to the exclusive jurisdiction and venue of the courts located in San Diego County, California, USA and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. EXCEPT TO SEEK EQUITABLE RELIEF, PAYMENT OF FEES, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that you may have against us shall only be enforceable against us, and not any other entity or our officers, directors, representatives, employees, or agents.
- g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- h) Publicity. We may use your name and logo on our website and in our promotional materials to state that you are a customer of Wiliot.
- i) Waiver and Remedies. No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given. Except as may be expressly provided otherwise in this Agreement, no right or remedy conferred upon or reserved by either Party under this Agreement is intended to be, or will be deemed, exclusive of any other right or remedy under this Agreement, at law, or in equity, but will be cumulative of such other rights and remedies.
- j) Relationship. The relationship of the Parties is solely that of independent contractors, and nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the Parties. Except to the extent required by us in connection with the provision of the Wiliot Solution, neither Party has any authority to enter into agreements of any kind on behalf of the other Party and neither Party will create or attempt to create any obligation, express or implied, on behalf of the other Party.
- k) Force Majeure. Neither Party shall have any liability for any performance (excluding payment obligations) under this Agreement that is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below). The Party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed by the Force Majeure. If and when performance is resumed, all dates specified under this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such Force Majeure. For purposes of this Agreement, an event of "**Force Majeure**" shall be defined as: (a) fire, flood, earthquake, explosion, pandemic or epidemic (or similar regional health crisis), or act of God; (b) strikes, lockouts, picketing,

concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, not the fault of either party; (c) invasion, war (declared or undeclared), terrorism, riot, or civil commotion; (d) an act of governmental or quasi-governmental authorities (including without limitation lockdowns); (e) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (f) any matter beyond the reasonable control of the affected Party. For the avoidance of doubt, any problems relating to hosting of the Wiliot Platform by a third party is beyond the reasonable control of Wiliot.

- l) Export Control. You must not use, transfer, export, re-export, import, or divert the Wiliot Solution, or any of our Confidential Information, in violation of any Export Control Laws, or otherwise to: (A) Lebanon, Syria, Iran, Iraq, Sudan, Yemen, Cuba, or North Korea (or other countries specifically designated in writing by us from time to time); (B) any U.S. embargoed countries; or (C) 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 or any other restricted party lists. You represent and warrant that you are not located in any such country or on any such list. "**Export Control Laws**" means all applicable export and re-export control Laws applicable to you and/or Wiliot or its Affiliates, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.
- m) Government Users. If you are a U.S. government entity, or this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), you acknowledge that the Wiliot Platform (and any other software and documentation we make available to you) constitutes "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, DFARS 252.227-7014 and DFARS 227.7202. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Wiliot Platform shall be as provided in this Agreement. If a government agency needs additional rights, it must negotiate a mutually acceptable signed written addendum to this Agreement specifically granting those rights.
- n) Expense. Except as may be expressly stated otherwise in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).
- o) Customer Resources. You shall be solely responsible: (a) for providing all hardware, software, systems, assets, facilities, and ancillary goods and services needed for you to access and use the Wiliot Platform, Wiliot IoT Pixels, and Hardware; and (b) for ensuring their compatibility with the Wiliot Platform, Wiliot IoT Pixels, and Hardware. You further acknowledge that Wiliot IoT Pixels and Hardware may not have any functionality or use, without access to the Wiliot Platform.
- p) Notices. Except as may be specified otherwise in this Agreement, all notices, consents, or other communications provided for in connection with this Agreement shall be in writing, and shall be deemed given as follows: (A) when received, if personally delivered; (B) the second business day after mailing, when mailed via either U.S. mail or registered or certified mail with postage prepaid and return receipt requested; (C) upon delivery confirmation, when delivered by nationally recognized overnight delivery service ("**Courier**"); (D) the second business day after sending confirmed by facsimile; or (E) the first business day after sending by email. Notwithstanding the foregoing, you agree that we may also give you notices via your Wiliot Platform account and/or via postings on or through the functionality of the Wiliot Platform (and such notices shall be deemed 24 hours thereafter). Notices by you to us must be given by Courier or registered mail, together with an email copy, to the following address (or other Wiliot address specified in the Order):

Wiliot, Inc.
13500 Evening Creek Dr N,
Suite 120
San Diego CA 92128-8111
United States

