

TERMS & CONDITIONS

Motiqa S.r.l. is a company incorporated in Italy with registered office in Italy – 20144 Milano, Via Fra Luca Pacioli, 3 (“**Provider**” or “**Motiqa**” or “**Party**”).

Motiqa is the owner of the cloud platform (“**Platform**”) and the services offered through the website thetail.motiqa.com (“**Website**”) and can provide customers and end users with IOT solutions and cloud applications in order to connect devices and collect, store, and analyze device data (“**Services**”).

1. Agreement

Access to the Platform and use of the Services are subject to the acceptance of the present terms and conditions (the “**Agreement**”).

This Agreement constitute a legally binding agreement for anyone interested in the access and use of Services and Platform (“**User**” or “**Party**”). If the User does not accept the terms and conditions of this Agreement, he cannot install and/or use the License or access the Services.

Additional terms and conditions or documents may be published by the Provider on the Website, from time to time, and are expressly incorporated herein by reference.

The Provider reserves the right, at its sole discretion, to make changes or modifications to this Agreement at any time and for any reason by publishing the new version of the Agreement and by communicating any prejudicial change to the User. The User shall have the right to terminate the Agreement from the relative communication.

This Agreement takes effect when the User clicks the “I Accept” button or checks the box presented with these Agreement (the “**Effective Date**”).

2. Registration to the Website and activation of the License

The User is aware that before being able to access the Website and its Services, he/she has to register (i.e., creating an Account and a domain) after reading the *Privacy Notice* and after reading, understanding and accepting the *Terms & Conditions* of this Agreement, by checking the box to complete the Registration.

The Registration takes place when the User inserts all his/her data as requested in the Website to create his/her Account and domain. Such data will be treated pursuant to the Data Protection Law. To complete the procedure of Registration, the User shall provide true and correct data. In particular, the User’s e-mail address shall match to a real electronic address as it is indispensable to receive information regarding the use of the Services and/or any potential changes occurred to the same Services. Also, the User undertakes to update his/her data as provided during the Registration’s procedure so that such data will be constantly updated, complete and truthful. The User will be able to change his/her password for the Website access as many times as needed just by following the instructions as indicated in the Website. The User is aware that User ID and password (reserved for a strictly personal use only) shall constitute the basis for the validation of the User’s accesses to the Services and shall be considered as the only appropriate means that legitimate the User to access the Services. Accordingly, the User agrees and accepts that all acts put in place through the use of his/her User ID and password shall become mandatory for the same User. The User declares to be liable towards Motiqa or third parties for all those actions carried out through the use of his/her User ID and password. The User is obliged to keep User ID and password strictly confidential and preserve them with the best of his/her abilities.

In order to use the Services and all the features and applications of the Platform, the User shall enter the code for the activation of the License purchased from an approved Motiqa supplier.

3. Object

Motiqa grants the User, who has registered on the Website, the access to the Platform and the use of the Platform and Services in order to connect devices and collect, store, and analyze device data according to the License purchased.

The Provider shall provide, or shall ensure that the Platform will provide, to the User upon the Effective Date the Access Credentials necessary to enable the User to access and use the Platform and Services.

4. License

The Provider hereby grants to the User a worldwide, non-exclusive License to use the Platform and the Services.

The License to use the Platform and Services does not include:

- any resale or commercial use of the Platform and Services;
- sub-license the right to access and use the Services or grant the License to third parties;
- use the Services to provide services to third party;
- republish or redistribute any content or material from the Services;
- make any alteration to the Platform.

5. Obligations and responsibilities of the User

The Services and the License of software shall be used under the control, direction and exclusive responsibility of the User who is the guarantor of the users' compliance with the provisions of the Agreement.

Therefore, the User shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no un-authorized person or application may gain access to the Services by means of the Access Credentials. By way of mere example, but not limited to, the User shall:

- Be liable for the correct use of the Access Credentials as received from Motiqa in order to have access to the Services, and for any mistakes as made by his/her employees and users during their connection or use of the Services, in particular during the access to the Internet and the navigation;
- behave correctly so as not to damage the Services or the Platform or compromise the availability or accessibility of the Services and the Platform, use its substantial deterioration;
- use the Services so as not to cause damage to the Services or the Platform or compromise of the availability or accessibility of the services;
- use the Services and the Platform in a not excessive way to avoid causing a substantial deterioration of the Services provided to other customers who use the Platform.

Furthermore, the User undertakes to:

- not violate any Intellectual Property Rights;
- use the Services and the Platform in an illegal, fraudulent or harmful way, or, again, for illegal, fraudulent or harmful purposes or activities, and
- conduct or request that any other person conduct any load testing or penetration testing on the Platform or Services without the prior written consent of the Provider.

In any case, by accepting this Agreement, the User undertakes to indemnified and hold the Provider harmless from any prejudice arising from the violation of the terms and the conditions of this Agreement, the legal obligations or the rights of third party.

6. Obligations and warranties of the Provider

The Provider may, from time to time, suspend the Services for the purposes of scheduled maintenance to the Platform and the Services, providing that such scheduled maintenance must be carried out in accordance with this clause.

The Provider shall, where possible and feasible, give to the User at least 2 Business Days' prior notice of scheduled maintenance that will, or is likely to, affect the availability of the Services or have a material negative impact upon the Services.

The Provider shall ensure that all scheduled maintenance is carried out outside Business Hours.

The Provider shall ensure that, during each calendar month, the aggregate period during which the Services are unavailable because of scheduled maintenance does not exceed 48 hours.

The Provider, in compliance with the Agreement, will comply with all the legal and regulatory requirements provided therein.

The Provider declares to possess all the know-how, skills and experience to fulfill its obligations pursuant to this Agreement.

The Provider guarantees the User that the Platform and the Services will comply with all aspects relevant to the specifications of the Services and will include security features that meet the criteria established by current legislation and that reflect the industry's best practice requirements.

The Provider warrants that it will not violate the Intellectual Property Rights of any third party.

7. Service Level Agreement

The Service Level Agreement ("SLA") for the Services is set forth in *Schedule 1* and it is applicable only for the User acquired and activated the License purchased from an approved Motiqa supplier.

The SLA sets forth User's sole remedies for availability or quality of the Services including any failure to meet any guarantee set forth in the SLA.

8. Faculty of the Provider

The User has authorized the Provider to be able to use reasonable technical standards to limit the use of the Platform's resources by the User to guarantee the Services to its customers in general.

The User hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the User Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The User also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.

The User warrants to the Provider that the User Data when used by the Provider in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

9. No assignment of Intellectual Property Rights

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the User, or from the User to the Provider.

10. Confidentiality obligations

The Provider must:

- a) keep the User Confidential Information strictly confidential;
- b) not disclose the User Confidential Information to any person without the User's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
- c) use the same degree of care to protect the confidentiality of the User Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- d) act in good faith at all times in relation to the User Confidential Information, and
- e) not use any of the User Confidential Information for different purposes than those provided for in the Agreement.

Notwithstanding the provisions of the preceding paragraph, the Provider may disclose the User Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the User Confidential Information for the performance of their work, with respect to this Agreement and who are bound by a written Agreement or professional obligation to protect the confidentiality of the User Confidential Information.

This clause imposes no obligations upon the Provider with respect to User Confidential Information that:

- a. is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- b. is or becomes publicly known through no act or default of the Provider, or
- c. is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

The restrictions in this clause do not apply to the extent that any User Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

Furthermore, the restrictions in this clause do not apply to Device Data that can be disclosed for activities related to diagnostics and service performance or communicated to third parties, only as anonymous or aggregate data, for other purposes connected to the Provider's services and marketing activities.

The provisions of this clause shall continue in force for a period of 2 years following the termination of this Agreement, at the end of which period they will cease to have effect.

11. Data protection

In carrying out the activities under this Agreement, the Provider will operate as Data Controller respecting and applying the principles regulated in the Data Protection Laws.

12. Limitations of the Provider's liability

Motiqo shall not be liable – within the limits provided by the applicable laws – for any and all risks associated with the use of the Services and of the Platform which are entirely under the responsibility of the User. In

particular, the Provider shall not be liable to the User or third parties, which are directly or indirectly linked to the same User, in the following cases:

- i. virus spread by third parties;
- ii. data thief caused by third parties;
- iii. mishandling or actions on connectivity's devices, which fall within the availability of the User, that have been carried out by the latter or by unauthorized third parties;
- iv. incorrect use of the Services or the Platform by the User;
- v. data and Assets not properly uploaded to the Platform especially in regards to data integrity, updating of data, legality, and their correspondence with effective availability, accuracy and completeness of information in the Platform and their adequacy related to usage that the User intends. Information and content available on the Platform are provided «AS IS»;
- vi. lack of completeness, accuracy, legality and authenticity of data, information and Assets uploaded on the Platform;
- vii. low quality or missing compliance of the Assets uploaded by the User's to the applicable laws. Motiqa shall also not be held liable for any other data entered into the Platform. Therefore, Motiqa shall not, under any circumstances, be held directly/indirectly liable for Asset's quality;
- viii. data quality and electronic transmission provided through the use of telecommunication networks, and in general for the quality and reliability of the Internet access between the User's workstations and the Services' access point;
- ix. accidental disruption of the User's data, caused by the same User or by third parties which have access to the Services, for reasons not attributable to the Provider. In such cases, the Provider reserves the right to charge the User of the time spent to ascertain the reasons of such accidents arising from acts not perpetrated by the same Provider or that may be the outcome of the Services as provided by the Provider.

The Provider shall use all reasonable endeavors to maintain the availability of the Services to the User at the gateway between the public internet and the network of the hosting services provider for the Services but does not guarantee 100% availability.

For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- a) a Force Majeure Event;
- b) a fault or failure of the internet or any public telecommunications network;
- c) a fault or failure of the User's computer systems or networks;
- d) any breach by the User of this Agreement; or
- e) scheduled maintenance carried out in accordance with this Agreement.

13. Acknowledgment by the User of limitations of liability of the Provider

The User acknowledges that the Services are:

- never completely free of defects, errors, bugs or free of security vulnerabilities;
- specific to be compatible only with that software and with those systems indicated as compatible with the Services.

However, without prejudice to what is expressly provided in this Agreement, the Provider does not guarantee or declare that the Services or the use of the Services by the User will be completely in line with the User's purposes or specific scope.

14. Force Majeure Event

The Provider cannot in any case be held responsible towards the User or third parties for the delay or failure to fulfill its obligations due to unforeseeable circumstances or Force Majeure such as, but not limited to,

pandemic, actions of public authorities, floods, fires, thefts, explosions, accidents, strikes, and even non-corporate lockouts, acts of war, embargo, impossibility of transport, suspensions or telecommunication problems, lightning, failures of the plants not attributable to the Provider, interruptions or overload of the energy flows, failures, or interruption of the telephone lines attributable to the activity of the operator (or concessionaire) of the same lines, as well as interruptions or suspensions not attributable or in any case independent of the will of the Provider or deriving from third parties.

15. Term and termination

Unless terminated sooner in accordance with the provisions of the present section, the Term of this Agreement will commence on the Effective Date and will remain in force for 12 months.

Either Party may terminate this Agreement for any reason by giving 30 days written notice to the other Party and closing the Account from the Website.

Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other Party. In this case no later than the termination date, the Provider will close User Account.

The Provider may also terminate this Agreement immediately upon notice to the User:

- for cause, in order to comply with the law or requests of governmental entities;
- in case User violates any applicable law;
- in case User breaches any provision of clause 5 of the Agreement;
- in case User breaches the License and clause 4 of the Agreement.

16. Effects of termination

Upon the termination of this Agreement, all provisions contained therein will cease to have effect.

Following the termination of this Agreement, the User is required not to use the Access Credentials of authentication for access to the Platform and Services. However, the Provider reserves the right to invalidate these Access Credentials from the day of termination.

Except as otherwise provided in this Agreement, termination of this Agreement does not affect the rights accrued by both Parties.

17. Transfer of the Agreement

The Parties cannot in any way and in any form transfer to third parties, even partially, the Agreement, unless specifically agreed in writing.

18. Applicable law and Jurisdiction

This Agreement is regulated by the Italian law.

Any dispute arising in connection with the interpretation, execution or termination of this Agreement shall be the exclusive jurisdiction of the Court of Milan.

19. Definitions

In this Agreement, except to the extent expressly provided otherwise, the terms indicated will have the following meanings:

"Access Credentials" means the usernames (or user ID), passwords and other credentials enabling access to the services, including both access credentials for the User Interface;

"Account": all personal data as disclosed by the User during his/her registration and partially changeable afterwards, including User ID and password of the same User;

"Asset": every content uploaded to the platform or added to the "Asset" page of the User's Account, in the form of video, picture or URL;

"Business Day" means any weekday other than a bank or public holiday in Italy;

"Business Hours" means the hours of 09:00 to 18:00 (GMT+1) on a Business Day;

"User Confidential Information" means:

- a) any information disclosed by or on behalf of the User to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - a. was marked or described as "confidential", or
 - b. should have been reasonably understood by the Provider to be confidential, and
- b) the User Data;

User Confidentiality Information does not mean device data analyzed with the Services and/or listed in the Platform ("**Device data**").

"User Data" means all data, works and material, uploaded or stored on the platform by the User or his system, or, provided by the same to the provider, for example, for uploading, transmitting or storing data on the platform, or generated by the platform following the use of the Services by the User;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while they are in force and applicable, the United Kingdom's Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR");

"Effective Date" means the date of execution of this Agreement;

"Services" means all the services which will be made available by the Provider to the User in accordance with this Agreement;

"Services Defect" means a defect, error or bug in the platform having a material adverse effect on the appearance, operation, functionality or performance of the Services, but excluding any defect, error or bug caused by or arising as a result of:

- any act or omission of the User or any person authorised by the User to use the platform or the Services;
- any use of the platform or Services contrary to the Agreement, whether by the User or by any person authorised by the User;
- a failure of the User to perform or observe any of its obligations in this Agreement, and/or
- an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software not compatible;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the European Union from time to time;

"Platform" means the platform managed and used by the Provider to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed;

"Registration" means a person's name, or the details of an event is the recording of it in an official list. This is the procedure provided for the creation of the Account and the collection of User Data (with explicit acceptance of this Agreement) which allows him to use the Services accessible through the Platform;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in the Services;

"License" means the instrument through the Provider regulates the use of the Platform and Services.

SCHEDULE 1

Service Level Agreement (“SLA”)

This part of the document defines Motiqa’s minimum SLA and establishes the timelines of intervention in case of a malfunction of the Services provided by Motiqa.

Internet connectivity

The Provider, for the equipment under its responsibility and for causes that are directly attributable to the same Provider, guarantees the availability of the connectivity to the server from and to the Internet no less than 99% of the time. Connectivity is provided through a main LAN connection on the network of Motiqa in a Tier IV datacenter located near Milan.

The minimum level of band guaranteed to the Provider for the access to the Internet over the LAN is 5mbps.

Specifications for Services’ quality control

SLA are calculated through the timeframe indicated herein below for each type of Service. SLA will only be applied for areas of Provider’s direct responsibility. Full operation of all functions is guaranteed from Monday to Friday, from 09:00 to 18:00 (UTC+1); it is agreed that, being the Services provided on the Website, visibility and functionalities shall also be guaranteed, as far as possible, during the weekend and on bank holidays. Mid-week holidays (as indicated on Provider’s working calendar) shall be considered as non-working days (Sunday).

Definition of SLA parameters and contents

Criticality/Priority

This parameter defines contents and timelines of intervention to the reported event and is associated to the SLA. The table herein below defines the criticality/ priority associated to the event. Each report will determine a level of criticality that establishes its procedure and solution timelines.

Criticality/Priority	Description
Sv1	Severe Services non-availability , with serious impact on User’s activity. All events that totally prejudice the entire Service will be classified in this category. The Services are not usable and this issue affects all end Users.
Sv2	Partial interruption of the Services that cannot be overcome. A serious issue that affects a limited number of Users or that prejudices a limit number of functions but that is experienced by all end Users.
Sv3	Downgraded Services , the disservice can be temporarily overcome. The issue detected does not prejudice the system’s functions (at most it prejudices the accessory’s functions) but, in any case, it determines certain inconvenience to end Users.

Sv4	Issues that do not have an immediate impact on the Services , or for simple information requests. Certain schedulable activities (i.e., actions that can be planned or postponed by hours that are not critical for the Services) are required.
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Services measuring parameters

Time to take charge/response

This is the time that elapses between receipt of the call and the time the Provider takes charge of it. The Provider shall take charge of the issue's notification within the agreed timeline, by notifying the first evidence of the issue and the Work Plan that it intends to undertake for accurate diagnosis and resolution.

The Work Plan is the procedure (in terms of actions and planning) that the Provider intends to undertake both to obtain correct problem determination and solve it.

The timeline to take charge of any issue shall not be confused with the resolution timeline, as in this respect the activity of escalation and problem determination - which is needed in case of an exhaustive diagnosis or resolution that are not immediately available- is also classified as an action.

Availability

The timeframe within which the single items composing the Services are guaranteed. This availability of Services is not included within the timing needed for technical work on equipment and lines constituting the network as well as the timing needed for the inclusion of new settings and/or issues' updates.

Up-time

The timeframe of availability (expressed as a percentage of time) of the systems as estimated during the timeframe of the Services' provision. Downtimes as agreed in advance between the parties are not included in this estimation.

Exceptions

Provider is not responsible for disservices caused by:

- ✓ scheduled web maintenance work;
- ✓ natural disasters, uprisings, exceptional events and/or arising from external communication networks;
- ✓ malfunctions;
- ✓ incorrect configurations of equipment by the User (other than those defined and certified by the Provider);
- ✓ problems connected to the equipment managed by the User.

Service level indicators

With the exception of system's availability, the SLA are measured through the time to take charge and/or to provide the same as expressed in hours; with respect to the monitoring of the Services, the measurement of the time to take charge is not substantial as the Services are provided on an ongoing basis and not by following a notification or request. The Up-time parameter described above is used for System availability.

Description of SLA

The Services are provided according to the following timeframes:

- *Motiqa will take charge of issues and notifications within 16 business hours*

The observance of the SLA for taking charge of notifications cannot disregard the procedures with which they are processed. The Provider is not intended to guarantee the taking charge of notifications performed on different channels or with procedures other than those herein indicated.

- *Management of back-up systems and applicative*

It is the Provider's responsibility to activate all the Services and adjustments needed for the correct data saving and storage of the same during the agreed timeframe and procedures.

	Frequency	Retention period of time
Differential	Daily	7 days
Full Back-Up	Monthly	2 months

- *Malfunction's management*

Malfunctions can be detected through system and web monitoring (and therefore in accordance with the above procedures) or by notifying the Provider through the support email help@motiqqa.com.

	Business Hours
Mon – Fri	Management of malfunctions reported or detected through monitoring activity (Criticality lev. Sv1, Sv2, Sv3, Sv4)
Sat – Sun	Management of unresolved malfunctions reported or detected through monitoring activity (Criticality lev. Sv1)