

## KALTIOT SMART TRACKER SERVICE SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS OF USE (“Terms and Conditions”)

PLEASE BE SURE TO REVIEW THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ACCESSING OR USING THE KALTIOT SMART TRACKER SERVICE. BY CLICKING ON THE "ACCEPT" BUTTON, OR BY ACCESSING, COPYING OR USING THE SERVICE YOU AS USER INDICATE YOUR ACCEPTANCE OF, AND AGREE TO BE BOUND BY, THESE TERMS AND CONDITIONS.

### 1. Definitions

- 1.1. **“BLE beacon”** means Bluetooth Low Energy beacon that broadcasts its identifier to nearby portable electronic devices.
- 1.2. **“Customer”** means a customer of Kaltiot and that relation is based on the valid Smart Tracker service agreement between Customer and Kaltiot.
- 1.3. **“Customer’s Data”** shall mean any data (including Location Data) the Customer has stored in the Service on the basis of this Agreement.
- 1.4. **“Kaltiot”** and **“We”** mean Kaltio Technologies Oy (Finnish business ID: 2653826-3).
- 1.5. **“Main User”** means an individual who is nominated by the Customer and who is responsible for managing the user rights and the configuration of the Service.
- 1.6. **“Service”** means the Kaltiot Smart Tracker service. The Service can be used for tracking assets or people in accordance to the purpose of processing by detecting and calculating evaluations of geographic positions of the devices that are running Tracker App and BLE beacons. The Service can be used with the Smart Tracker mobile application. When the Tracker App or other compatible application (on GPS capable IoT gateway device) detects a Bluetooth beacon that is attached to the system, the geographical position of the device that detected the beacon, measured distance from the device to the beacon and the time of detection are delivered to the Service and Stored. The geographic position data is used in real-time or later to visualise the collected geographic position data on the map view of the Tracker App.  
  
The Service consists of a mobile device application, a mobile service (SaaS), an administration console web service (SaaS) and any update or upgrade thereto, as made available by Kaltiot to the User from time to time and all of which Kaltiot makes available to the User pursuant to this Agreement.
- 1.7. **“Service Fee”** means the fee payable by the Customer for the right to use the Service as agreed and set out in the order form completed by the Customer when requesting right to use the Service;
- 1.8. **“Smart Console”** means Kaltiot Smart Console web application, which is used by the Main User. The Smart Console is used for tasks such as Service and user rights management.
- 1.9. **“Tracker App”** means Kaltiot Tracker App, which is an application that runs on selected smartphones and other selected GPS and IoT gateway capable devices. The application is used for collecting the geographical position data processed by the Service.
- 1.10. **“You”, “Your”** and **“User”** means an employee of the Customer or other person who uses the Service on behalf of the customer of Kaltiot.

### 2. General

- 2.1. The Kaltiot Smart Tracker service is developed, provided and owned by Kaltiot.

- 2.2. Terms and Conditions sets out the terms and conditions pursuant to which the User is granted the right to access and use the Service.
- 2.3. The Service is provided to Customer of Kaltiot as a Software-as-a-Service.
- 2.4. The User of the service accesses the Service using:
  - (i) Tracker App mobile application and/or
  - (ii) Smart Console web application

### **3. Right to Use**

- 3.1. Subject to the User complying with the terms and conditions set out herein (as long as the subscription lasts) Kaltiot grants the User, as a person who uses the Service on behalf of the Customer, a revocable, non-exclusive and non-transferable right to use the Service in Customer's business operations. Modification, copying or configuration of the Service in any other ways or by other means is strictly prohibited.
- 3.2. The User may not:
  - (i) use the Service for any other purpose than as indicated by the Customer in the privacy policy.
  - (ii) misuse our Service. Don't interfere with the Service or try to access them using a method other than the interface and the instructions that we provide.
  - (iii) modify (except in accordance with Section 4), adapt, translate, rent, lease, resell, distribute or create derivative works based upon the Service and/or related files or any part thereof (except to the limited extent permitted under mandatory applicable law), or use the Service to provide services to or permit the use of the Service by third parties;
  - (iv) decompile, reverse engineer, disassemble, or otherwise reduce the Service and/or related files in whole or in part (except to the limited extent permitted under mandatory applicable law); and/or
  - (v) use the documentation for any purpose other than to support the User's use of the Service or for the User's personal instruction or evaluation purposes or purposes reasonably incidental thereto.
- 3.3. The Customer shall be responsible at its own cost for obtaining and maintaining any and all necessary equipment, software, systems, applications, devices and data connections required for the User to use the Service.
- 3.4. Kaltiot agrees to inform the Customer regarding the general requirements referred in section Error: Reference source not found (including any material changes therein). User can request this information from the Customer.
- 3.5. The Customer shall be solely responsible for the accuracy, correctness, completeness, fitness for purpose, lawfulness and the User's use of the Customer's Data, and for taking prudent and appropriate measures to back up the Customer's Data and otherwise protect itself against loss of data. Kaltiot shall in no event be liable to the User for any loss, destruction or alteration of the Customer's Data howsoever caused, or any other loss (including loss of profits or breach of regulations and codes of conduct applicable to the User's business) arising out of (and to the extent caused by) any failure by the User to keep adequate and up-to-date security and/ or back-up copies of the Customer's Data.
- 3.6. The User agrees that it will not use the Service or any part of it in violation of any relevant laws or regulations (including without limitation any import or export laws and regulations) in the country in which the User and/or any individual user uses the Service.

### **4. Access to the Service**

- 4.1. The Service is accessible through the mobile service with Tracker App. The Smart Console is accessible through the web service.

- 4.2. The Customer and User are obligated to safeguard any of its identifiers, passwords and user names related to the Service. The Customer is liable for any use of the Service under its identifiers, passwords or user names. The User must notify the Main User of the Customer immediately if there is a reason to suspect or believe that the identifiers, passwords or user names in question have been accessed by an unauthorized third party.

## **5. Service Environment and Changes to Service**

- 5.1. The Service is provided from time to time using the service infrastructure and equipment (such as hardware, software and server capacity) of Kaltiot or procured by Kaltiot from a third party at its discretion ("Service Environment"). Kaltiot is responsible for setting up and maintaining the Service Environment.
- 5.2. The Customer is solely responsible, at its own cost, for obtaining any and all infrastructure and equipment the User needs to use the Service (including without limitation the items referred to in Section ) and for the maintenance and operability of the same, as well as for ensuring that all its other software or systems interfacing with the Service, if any, are properly configured and interoperable with the Service.
- 5.3. Kaltiot has the right to make changes and modifications to the Service and/or the Service Environment provided that the changes do not have a materially adverse effect on the functionalities of the Service and/or the Service Environment. Such changes to the Service and/or the Service Environment may involve changes to software, systems data connections or other similar components used in the production of the Service.
- 5.4. If any third-party supplier supplying hardware or software components to the Service stops supporting the components it provides, Kaltiot undertakes to inform the User immediately after receiving a notice thereof. The User agrees to cease using any outdated and unsupported hardware or software component and upgrade or update to supported software, hardware or version in accordance with Kaltiot's instructions. Kaltiot is not under any obligation to provide the Service in respect of any unsupported component or hardware that the User does not upgrade or update.
- 5.5. Kaltiot is not obligated to provide or maintain the Service on devices or platforms that are not supported by Kaltiot or to maintain the Service in a service environment that differs from the Service Environment.

## **6. Support and Maintenance**

- 6.1. Kaltiot provides support and maintenance services in relation to the Service, and keep the Service accessible and operable, in accordance with the service levels set out in service level description ("Service Levels") that is part of the service agreement between the Customer (Your employer) and Kaltiot. Kaltiot shall, at its sole discretion, provide updates, new versions and other releases of and improvements to the Service. The User undertakes to accept such releases and use only the latest release of the Service.
- 6.2. Kaltiot shall not be responsible for any errors or defects in the Service, or any related losses, damages or expenses, caused by errors or defects in third party systems, software, applications or databases used in the provision of the Service.

## **7. Privacy and data protection**

The privacy policy of the Service is subject of the Smart Tracker Privacy Policy. The privacy policy is available for you in the application you are using (Tracker App or/and Smart Console).

## **8. Term and Termination**

- 8.1. The right to use the Service granted to the User pursuant to these Terms and Conditions shall commence upon the User's acceptance shall continue indefinitely thereafter, unless specified otherwise.

- 8.2. Upon termination of the Service Agreement between the Customer and Kaltiot, You must cease using the Service.

## 9. Intellectual Property Rights

- 9.1. Kaltiot owns the title, ownership rights and intellectual property rights in the Service and the related manuals and other documentation (and any subsequent amendments, modifications, enhancements, updates and upgrades made thereto) supplied or made available to the User under the Agreement between Customer and Kaltiot.
- 9.2. The User understands that no rights or licenses are granted, transferred or assigned to the User under these Terms and Conditions other than the limited rights to use the Service conferred by Kaltiot on the User. Kaltiot and/or its licensors reserve any and all rights not expressly granted to the User hereunder.
- 9.3. The User (and/or Customer) retains the ownership to and all intellectual property rights subsisting in the Customer's Data. Kaltiot shall, however, have the right to process and use the Customer's Data to the extent required to fulfil any of its obligations under these Terms and Conditions and the Service Agreement between Customer and Kaltiot. Further, it is expressly understood that the User or/and Customer shall in every respect be solely responsible for the Customer's Data and its processing.
- 9.4. The User shall defend Kaltiot and keep Kaltiot fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which Kaltiot may sustain or incur, or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of any Customer's Data or modifications made to the Service by the User infringing any rights of third parties or violating the applicable laws.

## 10. Exclusion of warranties

- 10.1. To the fullest extent permitted by applicable law, the Service is furnished to the User "as is" without any warranty, conditions, representations or other terms regarding the Service of any kind from Kaltiot.
- 10.2. Kaltiot does not warrant that the Service will meet the User's requirements for the intended use or that the operation of the Service will be uninterrupted, error free or can be used in combination with any third-party software. To the extent permitted by law Kaltiot disclaims and excludes all warranties, representations, conditions and other terms of any kind, express or implied and whether arising by statute, operation of law or otherwise, including but not limited to implied warranties of title, non-infringement, merchantability, fitness for a particular purpose or the ability to integrate the Service with any other products, devices or services.
- 10.3. Kaltiot does not guarantee the Service or related documentation in terms of their correctness, accuracy, reliability, or otherwise.
- 10.4. No oral or written information provided by Kaltiot or its employees shall create a warranty or in any way increase the scope of the limited warranties made in these terms and conditions, and the User may not rely on any such information or advice.

## 11. Limited warranty

- 11.1. Kaltiot warrants that for a period of three (3) months from the date on which the Service was first accessible to the User, the Service will perform substantially in accordance with the user manuals and other documentation for the Service.
- 11.2. Kaltiot's warranty is always subject to the User using the Service in compliance with this Agreement, in the agreed environment and according to the instructions and descriptions provided by Kaltiot from time to time, and provided further that any deviation from the documentation or errors or malfunction

- (i) is not attributable to a non-supplier product or software or any change, modification or correction made by the User or a third party;
- (ii) does not arise out of or in relation to failure in any equipment, connections or systems over which the User is responsible for pursuant to this Agreement; or
- (iii) results from the Service interfacing with any third-party software or component not supplied by Kaltiot. Kaltiot's entire liability, and User's sole and exclusive remedy, under the warranty herein shall be for Kaltiot to repair such substantial defects in or failures in performance of the Service.

## **12. Limitation of Liability**

- 12.1.** Kaltiot will not be liable to the User for any indirect, special, incidental or consequential damages (including, without limitation, loss of profits, loss of revenue or other commercial or economical loss, loss of goodwill, loss or damage to reputation, loss of contracts or customers, loss of anticipated savings, loss of or corruption or destruction of data (including Customer's Data) or programs) and whether any of the foregoing arise in contract, tort or otherwise and even if Kaltiot has been informed of the possibility of such loss or damage.
- 12.2.** Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by applicable law (for which no limit applies), Kaltiot's liability under these Terms and Conditions in respect of each event or series of connected events shall in no event exceed the total amount of the Service Fees paid to Kaltiot by the User in the preceding six (6) months.

## **13. Force Majeure**

- 13.1.** Neither party shall be liable to the other party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

## **14. Applicable Law and Disputes**

- 14.1.** This Agreement shall be governed by the laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration proceedings shall be conducted in English and the number of arbitrators shall be one.
- 14.2.** Notwithstanding the above, Kaltiot shall have the right to refer to a court of competent jurisdiction as may be required to obtain an injunction against the Customer based on the Customer's or User's (acting on behalf of the Customer) infringement of Kaltiot's intellectual property rights or to restrain use of the Service which is in breach of this Agreement.

## **15. Amendments**

- 15.1.** Kaltiot may revise these Terms and Conditions at any time. Such revised terms and conditions will be made available to the User of the Tracker App and/or Smart Console.
- 15.2.** If any part of these terms and conditions is found void and unenforceable, it will not affect the validity of rest of the terms and conditions, which shall remain valid and enforceable.