

Libelium's Standard Terms and Conditions

Sale and Use for Business Customers (B2B)

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LIBELIUM GROUP STANDARD TERMS AND CONDITIONS OF SALE AND USE FOR BUSINESS CUSTOMERS (B2B)

By buying our products (the "**Product(s)**") as a Business Customer/OEM Customer, you ("**YOU**") accept and agree to be bound by these Standard Terms and Conditions of Sale and Use for Business Customers ("**B2B T&C**"). It is important for YOU to read each section of this document, as it is legally binding between YOU and **Libelium Comunicaciones Distribuidas, S.L.**, a company incorporated and existing under the Laws of Spain, holder of Tax (VAT) number ES-B99135832 and registered address at c/ María Zambrano 31. WTCZ, Torre Este, pl. 7º, 50018 Zaragoza, Spain, and any company in the LIBELIUM GROUP ("**LIBELIUM**"), regarding your ("**YOUR**") purchase and use of the Product(s).

1. DEFINITIONS

- a) "Confidential Information" means any information which has been or is to be disclosed by LIBELIUM to the Customer/OEM Customer, whether directly or indirectly, including, without limitation, any information relating to LIBELIUM's business, technology, manufacturing processes and technical and commercial documentation concerning the Products, LIBELIUM's Intellectual Property Rights and its trade secrets, in any form, whether written, oral, graphic, electronic, or otherwise.
- b) "Customer" means an individual or entity validly purchasing and/or obtaining a license on the Product within the framework of its professional or business activity.
- c) "Documents" include but are not limited to the information contained in LIBELIUM's Websites, User's Handbooks, Technical Guides and Training materials.
- d) "Intellectual Property Rights", or "IP Rights", include but not to be limited to patents, know-how, software, software electronics, firmware, algorithms, source code, binary code, application programming interface -API- database rights, technology, inventions, discoveries, improvements, practices, methods, processes, materials, ideas, formulae, samples, prototypes, compositions, drawings, diagrams, blueprints, studies, work in progress, visual demonstrations, concepts, trademarks, logos, slogans, translations, utility models, trade names, domain names, designs and models and any applications thereof as well as copyrights and related rights, and trade secrets, concerning LIBELIUM's business, the Product(s), the Documents, the Training materials and contents.
- e) "LIBELIUM" means any company in the LIBELIUM GROUP.
- f) "OEM Customer" means a company or entity that purchases the Product to embed the Product(s) into other product(s) or resell the Product(s) under a different name and label.
- g) "Product" or "Product(s)" means the hardware devices, software programs and upgrades, solutions and services developed, manufactured, marketed and rendered by LIBELIUM.
- h) "Technical Support" means a 1,2,3,5 or 10-hour bundle technical support service sold as a pack and described in Section 16.
- i) "Training" means any training connected to the Products offered by LIBELIUM to Customers and OEM Customers in consideration for a fee.
- j) "Users" means anyone gaining access to LIBELIUM's websites.

2. SCOPE OF APPLICATION AND CONCLUSION OF A SALES CONTRACT

2.1 These B2B T&C apply to all offers and sales made by LIBELIUM to Customers and OEM Customers.

2.2 Specific terms and conditions agreed upon for a particular order shall not bind LIBELIUM for future orders. A purchase order submitted to LIBELIUM or the reception of Product(s) supplied by LIBELIUM implies express acceptance of these B2B T&C upon which only specific selling terms agreed upon by LIBELIUM and Customer/OEM Customer on a case by case basis, will prevail.

2.3 A sales contract ("the Contract") is concluded when LIBELIUM receives the unconditional and unmodified acceptance of its previous Offer to the Customer/ OEM Customer or sends its confirmation of a prior purchase order, which may be sent by e-mail. Any response by the Customer/OEM Customer to LIBELIUM's Offer purporting to be an acceptance and containing additions, limitations or any other changes, including the Customer's/OEM Customer's general terms and conditions of purchase, shall be deemed a rejection of the Offer and shall constitute a counteroffer which LIBELIUM must expressly accept in writing before a Contract becomes effective.

3. OFFERS

Unless expressly stated otherwise in a specific Offer, LIBELIUM's Offers shall be valid for thirty (30) calendar days as from their printed date, after which they will no longer bind LIBELIUM. LIBELIUM has the right to withdraw its Offer at any time prior to receipt of Customer's order.

4. DISCONTINUANCE OF SUPPLY

4.1 LIBELIUM shall be entitled at any time to discontinue the production, sale or distribution of any of its Product(s), to change the design, structure, or functionality of any of its Product(s) and any part thereof, to amend the Product(s) and to change its service, warranty or other policies. LIBELIUM engages to support discontinued Product(s) with parts availability and bug fixes as long as such stocks are not sold out.

4.2 LIBELIUM cannot guarantee continuance of supply of those Products or components supplied by third parties other than LIBELIUM.

5. PRICES

5.1 Unless otherwise established in writing, prices set forth in LIBELIUM's price lists and Offers are expressed in Euro currency and shall be considered FCA Libelium's premises (Incoterms® latest release), exclusive of VAT or any other applicable tax or duty.

5.2 LIBELIUM is entitled to modify its price list at any time without prior notice and therefore, Customer/OEM Customer undertakes to ask for an offer for every order.

5.3 A price list disclosed by LIBELIUM supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid price list is the one in force at the time of placing an order.

5.4 Unless a different provision is included in LIBELIUM's offer, prices do not include:

- a. The cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;
- b. Any extra costs arising out of, but not limited to, delay during customs clearance in the importing country, whether or not customs clearance is LIBELIUM's duty.
- c. The development of customized products or proofs of concept requested by the Customer/OEM Customer, which will be the subject of a specific Offer on a case-by-case basis.

6. PAYMENT

6.1 Unless otherwise expressly agreed in writing, the payment terms shall be an advance payment for the full amount of the invoice, in Euro currency, by a bank transfer to the bank account indicated in LIBELIUM's invoices.

6.2 Any delay in payment for reasons attributable to Customer/OEM Customer shall constitute a material breach of the Contract and shall entitle LIBELIUM, at its sole discretion and without prior notice, to take one or more of the following actions: (i) require the Customer/OEM Customer to pay the full price immediately, irrespective of any agreed payment schedule; (ii) increase the debt by the interest for late payment provided for in Law 3/2003 of December 29, 2003, establishing measures to combat late payment in commercial transactions, at the rate in force from time to time; (iii) suspend and/or delay any of LIBELIUM's obligations under the Contract; or even terminate the Contract, without prejudice to LIBELIUM's right to claim damages arising from such breach. Any costs and expenses borne by LIBELIUM to collect payments due and accrued shall be reimbursed by Customer/OEM Customer.

6.3 All payments to LIBELIUM shall be made net of any bank charges, withholdings or fees. Customer/OEM Customer shall not be entitled to unilaterally withhold or set off any payment due to LIBELIUM against any outstanding obligation of LIBELIUM under the Contract or otherwise.

7. RETENTION OF TITLE

LIBELIUM shall retain title of Product(s) until complete payment of price has been accomplished by Customer/OEM Customer and shall therefore be entitled to exercise any action to protect its rights, even if OEM Customers have processed Product(s) or are in the possession of any third party.

8. PURCHASE ORDERS

8.1 All purchase orders must be submitted to LIBELIUM in writing, including by e-mail, and shall not be binding on LIBELIUM unless confirmed in writing in accordance with Clause 2.3

8.2 LIBELIUM may refuse or cancel any purchase order, if payment from Customer/OEM Customer is outstanding.

8.3 Purchase orders for Products developed specifically for a Customer/OEM Customer, or procured from third parties, may not be cancelled after acceptance of the Offer or after confirmation of the purchase order. Cancellation in such cases implies the Customer's obligation to pay the agreed price in full. Standard orders cannot be canceled after shipment of the Product(s).

8.4 In the event of cancellation of a purchase order or termination of the Contract for breach by the Customer, LIBELIUM may retain any advance payment received, by way of compensation, without prejudice to any other action to which it may be entitled.

9. DELIVERY

9.1 **Terms of delivery.** Unless expressly agreed otherwise, delivery terms shall be FCA LIBELIUM's premises (Incoterms® latest release). If the Customer/OEM Customer is interested in a different delivery term, it shall inform LIBELIUM thereof at the time of placing its order, so that LIBELIUM can submit a new offer. The delivery is considered fulfilled when LIBELIUM hands over the goods to the carrier, according to the agreed Incoterms rule.

9.2 **The Incoterms® rule** expressed in LIBELIUM's offer shall not be waived by the fact that, at the prior request of Customer/OEM Customer, the Products are dispatched with shipping costs prepaid. LIBELIUM's invoice shall specify any prepaid shipping or additional charges, taking into account that LIBELIUM shall not bear any liability relating to customs clearance in the country of destination.

9.3 **The Delivery period** shall be the one disclosed in LIBELIUM's offer and shall start running on the business day after full payment is made by Customer/OEM Customer or, if any credit is granted by LIBELIUM, the day after an advanced payment is made by Customer/OEM Customer in the amount agreed with LIBELIUM.

9.4 If an export license or authorisation is required, the delivery period shall commence on the business day after such license or authorisation has been notified to LIBELIUM.

9.5 **Passing of risk.** The risk of loss of, or damage to the Products shall pass to the Customer/OEM Customer on the date of delivery, according to the agreed Incoterms rule. If delivery is delayed for reasons attributable to the Customer, the risk shall pass at the time when delivery should have been made in accordance with the Contract.

9.6 **Delay in delivery.** In no event shall LIBELIUM be held responsible for any delay in delivery due to the failure of the carrier or any third party. LIBELIUM shall notify Customer/OEM Customer as soon as possible of any circumstance beyond its control that prevents LIBELIUM from meeting the agreed delivery date, stating the reasons for the delay, in which case Customer/OEM Customer shall accept partial deliveries or agree on a new delivery date, which shall not imply Customer/OEM Customer's right to cancel the order or claim any damages.

9.7 **Obligation to take delivery.** The Customer/OEM Customer is obliged to take delivery of the Product and any refusal or delay in taking delivery after LIBELIUM has given notice that the Products are ready for delivery, shall entitle LIBELIUM to consider its obligations under the Contract fulfilled and to take one or more of the following actions:

- a. Store the Products at the Customer's risk and expense and claim reimbursement of the storage costs incurred;
- b. Terminate the Contract for breach and recover all damages;
- c. Retain any advance payment received;
- d. Dispose of the Products for resale as their rightful owner.

10. SHIPPING COSTS

Unless otherwise agreed in writing, Product(s) shipped by LIBELIUM will not include any shipping insurance. Customer/OEM Customer interested in obtaining such insurance must expressly notify LIBELIUM in writing at the time of the purchase order placement, specifying the kind of coverage desired. The cost of the shipping insurance shall be invoiced by LIBELIUM as a part of the shipping costs.

11. WARRANTY

11.1 Warranty and Warranty Period. LIBELIUM warrants that the Products will conform to the specifications set forth in its quotations for a period of one (1) year from the date of delivery, as evidenced by the shipping document ("Warranty Period"), provided that the Products are handled, shipped, stored, operated, used and maintained in accordance with the instructions set forth in LIBELIUM's user manuals. Therefore, LIBELIUM shall only be liable for non-conformity caused by acts or omissions attributable to LIBELIUM prior to delivery of the Products to the first carrier.

Customer/OEM Customer shall inspect deliveries immediately upon receipt at destination and shall notify LIBELIUM in writing within seven (7) days of any apparent non-conformity. After this period, Customer/OEM Customer shall not be entitled to make any claims for quantitative defects or obvious non-conformities which should have been detected upon unpacking/unboxing, and LIBELIUM shall not be obliged to accept the return of such Products. Claims for hidden defects or qualitative non-conformities must be received by LIBELIUM in writing within thirty (30) days after the Customer/OEM has become aware of the non-conformity, and in any case, within the Warranty Period.

11.2 Warranty Procedure. The following procedure shall apply to any non-conformity reported to LIBELIUM within the Warranty Period:

- a) Customer/OEM Customer shall notify LIBELIUM's Customer Service Department of any alleged non-conformity via the website: <http://www.libelium.com/support>, including a detailed list of all alleged non-conformities.
- b) LIBELIUM has five (5) business days to respond by either admitting or denying the claim. If the claim is accepted, LIBELIUM will notify the Customer/OEM Customer of its acceptance and will, at its discretion, either replace or modify the non-conforming Product at no additional cost to the Customer/OEM Customer. The Warranty Period of any replaced Product shall be the same as the remaining Warranty Period of the replaced Product.
- c) Failure by LIBELIUM to respond within the above time limit shall be deemed a rejection of Customer/OEM Customer's claim. Any costs resulting from analyses or essays to ascertain the existence of non-conformity shall be borne by LIBELIUM if the result shows that the Products are non-conforming, and by Customer/OEM Customer if they are conforming.
- d) Replacement Products may be either new or equivalent in performance to new. LIBELIUM does not warrant: (i) that the components in any Replacement Product are from the same supplier or are exactly the same as those in the replaced Product; or (ii) that the operation of the Products will be uninterrupted or error free. Products may contain remanufactured parts that are equivalent in performance to new parts or may have been subject to incidental use.

11.3 Shipping and examination costs under the Warranty. Repair service may be obtained by returning the non-conforming Product to LIBELIUM (freight prepaid) only after obtaining a Return Merchandise Authorization (RMA) number from LIBELIUM's Customer Service Department in accordance with the instructions on our website. Some of our Products are protected by a security seal, and by removing this seal, the customer/OEM customer waives this Warranty.

If, upon examination by LIBELIUM, the Product is found to be defective, LIBELIUM will pay the shipping costs to return the Product to Customer/OEM Customer and all costs associated with LIBELIUM's examination of the Product. If, upon examination by LIBELIUM, the Product is found to be in compliance, Customer/OEM Customer shall bear the shipping costs incurred in returning the Product.

LIBELIUM may in its sole discretion, require the Product alleged to be non-conforming to be inspected or tested by an independent third party acceptable to LIBELIUM.

11.4 Scope of the Warranty. The scope of this Warranty is limited to hardware components on the main board, sensor board and radio shields, manufactured by LIBELIUM.

11.5 Warranty exclusions. This Warranty does not apply to non-conformities resulting from:

a) Hardware:

- a. Any hardware component that is either incorporated into the Products or sold together with the Products as a kit, including, but not limited to batteries (performance and life), sensors, etc.
- b. Any external component that is subject to normal wear and tear, such as antennas, sensor probes, solar panels, connectors, etc.
- c. Any perishable component, including but not limited to sensors.

b) Software. LIBELIUM hereby disclaims any warranty with respect to software or cloud services developed by third party suppliers or partners, including but not limited to communication stacks embedded in radio modules or digital sensor probes. Access to such software or services is provided solely for the purpose of facilitating the operation of the Products by the Customer/OEM, and for this purpose the Customer/OEM must review and accept the terms and conditions of use of each supplier or partner. Software adapted or developed by LIBELIUM for its products is provided "as is" without any express or implied warranty. LIBELIUM hereby advises Customer/OEM Customer not to use this software for medical and health applications and, in general, in any critical system on which human life or public health may depend (nuclear power plants, dam gates, security systems, etc.).

c) Installation, maintenance, calibration and use. LIBELIUM hereby waives any Warranty concerning non-conformities or liabilities arising from:

- Improper storage;
- Failure to follow installation instructions in user manuals. Liability should be sought from the company carrying out the installation (i.e. parking projects where LIBELIUM's instructions are to demarcate each parking space and install the node in the middle of that space).
- Poor/lack of maintenance: User manuals include instructions for periodic maintenance (cleaning sensors with water, removing dust from filters, etc.). Liability should be claimed from the company performing the maintenance or directly from the End User if there is no such maintenance service.
- Incorrect product calibration.
- Unauthorized modification or misuse.
- Operation outside the published environmental specifications for the Products;
- Damaged materials or parts due to normal wear and tear;
- Poor/faulty performance of the products in which the Products are embedded by the Customer/OEM Customer;
- Nonconformities and defects proven to have been caused by acts or omissions committed after the Products were delivered to the first carrier;
- Non-performance or defective performance of the Products as a result of restrictions on the use of radio frequencies or restrictions on power transmission in a particular country.
- Any connectivity failure due to poor coverage attributable to the connectivity service provider.
- Dust and/or water ingress resulting from poorly sealed Parking Node enclosures attributable to the company(s) programming the Node or performing the installation.
- Inadequate product voltage selection by the Customer/End Customer.

- d) **Product Certification.** Detailed information about Product certifications can be found in the relevant Technical Guides. LIBELIUM does not warrant that the Products comply with specific product certifications required in any particular country, and it is the responsibility of the Customer/OEM to verify that the Products can be imported and resold in the intended country of destination.
- e) **External Agents.** Damages caused to the Products by external agents, such as, but not limited to animals or weather conditions (lightning, storm, wind, flooding, fire...), shall be considered as force majeure events not covered by the warranty. High concentrations of corrosive gases, such as but not limited to NH₃ (ammonia), present in pig farms due to pig manure, may cause premature degradation of our Products, especially the more sensitive or exposed ones, such as sensor probes.
- f) **Product voltage options.** There are 110 V and 220 V Product options. It is the responsibility of the Customer/End User to select the appropriate voltage for the country of intended use.
- g) **Intermediate Data Buffer Services.** LIBELIUM hereby disclaims any Warranty concerning non-conformities or liability arising from:
- Incorrect performance and/or operation of third party cloud services.
 - Loss or corruption of transmitted data due to lack of access or overcapacity of the cache, either because the destination cloud platform is inaccessible due to an internal problem in the internal cache services, or because an excessive amount of data is sent at one time.
 - Unauthorized access to transferred data: LIBELIUM allows data encryption, but it's the responsibility of the customer/OEM to use such encryption techniques and to implement any required compatibility with the destination cloud platform.
- d) **Technical Support.** Technical support services are excluded from any Product Warranty.

11.6 Liability Waiver

- a) In no event shall LIBELIUM be liable for any indirect, incidental or consequential damages, including but not limited to loss of data or profit.
- b) Customer/OEM Customer shall be responsible and liable to End Users for any warranties made in excess of this Warranty and shall indemnify and hold LIBELIUM harmless for any unauthorized warranties made.
- c) Customer/OEM Customer agrees to defend, indemnify and hold LIBELIUM harmless from and against any and all claims, injuries, costs, expenses and damages, including attorneys' fees, resulting from:
- Any express or implied warranties or representations regarding the Products made by Customer/OEM Customer or its employees in excess of LIBELIUM's warranty.
 - Any distribution or sale of the Products by Customer/OEM Customer or its employees for any purpose or application not expressly approved upon by LIBELIUM.
 - Any modification of the Products by Customer/OEM Customer or its employees that has not been expressly approved by LIBELIUM.
 - Any failure by Customer/OEM Customer or its employees to maintain the Products in a saleable condition.

- Any error made by Customer/OEM Customer or its employees in inspecting, testing or embedding the Products.
 - Any claim brought against LIBELIUM by Customer/OEM Customer's employees.
 - Any claim by Customer/OEM Customer's customers for injury or damage of any kind (including, without limitation, loss of or damage to Customer's tangible property, personal injury, death or economic loss) caused by products in which Customer/OEM Customer has embedded the Products.
- d) This warranty is in lieu of all other warranties, express or implied, and no agent or other person is authorized to assume any other liability on behalf of LIBELIUM in connection with the sale of the Products. In the event of a warranty claim, LIBELIUM's entire and sole responsibility to Customer/OEM shall be as set forth above. LIBELIUM shall not be liable for any product liability claims other than those set forth in the foregoing paragraphs.
- e) To the extent permitted by law, LIBELIUM's product liability is limited to an aggregate amount of one million two hundred thousand euros (1,200,000.00 €) per accident for personal injury and property damage.

12. USE OF THE DOCUMENTS

Use of the information contained in the **Documents** is subject to the following terms and conditions of use:

- a) All Documents and any examples contained therein are provided "as is" and are subject to change without notice. Except to the extent prohibited by law, LIBELIUM makes no representations or warranties of any kind, express or implied, with respect to the Documents, and specifically disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose.
- b) LIBELIUM shall not be liable for any errors or incidental or consequential damages in connection with the use of the Documents and the examples contained therein. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, for any purpose other than the reader's personal use, without the prior written permission of LIBELIUM.
- c) LIBELIUM has created the Documents for the personal use of Users and for external communication. The information contained in the Documents, in whole or in part, may not be used for commercial purposes without the prior written consent of LIBELIUM.
- d) The information on the LIBELIUM Websites is provided in good faith for general information purposes only. It should not be relied upon for any specific purpose and no representation or warranty is made as to its accuracy or completeness.
- e) LIBELIUM has taken great care in creating its Websites. However, it cannot guarantee that Customers/OEM Customers/Users will have uninterrupted access at all times.
- f) LIBELIUM reserves the right, in its sole discretion, to modify, suspend or discontinue, temporarily or permanently, any or all of its websites or the information contained therein without liability or notice to Customers/OEM Customers/Users.

- g) LIBELIUM shall not be liable for any loss, damage, liability or expense incurred in, or suffered in connection with or arising from the use of the Documents, including, without limitation, any failure of performance, error, omission, interruption or delay in connection therewith. Use of the Websites is at the sole risk of the Customer/OEM Customer/User's sole risk.
- h) Links in the Documents to third party websites are provided solely as a convenience to Customer/OEM Customer/User. By using these links, YOU will leave LIBELIUM's Websites. LIBELIUM has not reviewed all of the third-party documents/websites and is not responsible for any of these sites or their contents. Access to any of these third-party documents/websites is entirely at the Customer/OEM Customer/User's own risk.
- i) Customer/OEM Customer must carefully read the Product(s) User manuals, in particular the sections "Before Using the Product(s)", "How to Use the Product(s)", "Maintenance" and "Standardizations", before putting the Product(s) into operation. If the Product(s) operate with radio frequency modules, the Customer/OEM must carefully read the "Standardization" section in order to be aware of the tests carried out on the Product(s), their radio frequencies and transmission powers. Installers assume all responsibility for: (a) obtaining information regarding restrictions on the use of frequency bands in any given country; and (b) acting in accordance with any applicable regulations. LIBELIUM does not disclose the full list of rules and regulations applicable in each country. For further information please refer to
- CEPT ERC 70-03E - Technical Requirements, European restrictions and general requirements: <http://www.ero.dk>
 - R&TTE Directive - Equipment requirements, placement on market: <http://www.ero.dk>

13. INTELLECTUAL PROPERTY

- 13.1 Ownership of IP Rights.** Product(s) are protected by Intellectual Property Rights of LIBELIUM, whether registered or not, and except as expressly indicated, nothing in these B2B T&C or the Documents shall be construed as granting Customer/OEM Customer/User any license or other right to LIBELIUM's IP Rights. Customer/OEM Customer/User may not copy, modify, decompile, use, reproduce, distribute, transmit or make public any of LIBELIUM's IP Rights without LIBELIUM's prior written consent.
- 13.2 No interference.** Customer/ OEM Customer/User shall not take any action that may interfere with the issuance of any patent or other IP Right protection application, or that may be filed as a result of any custom development performed for Customer/OEM Customer.
- 13.3 IP Rights on custom developments.** Any IP Right arising from any Product customisation or from any custom development project carried by LIBELIUM for Customer/OEM Customer, will exclusively belong to LIBELIUM, including the right to file for any IP protection under any jurisdiction. Only LIBELIUM will have the right to manufacture and sell any custom development made for Customer/OEM Customer, who will only enjoy the right to use any custom development carried out by LIBELIUM under a non-assignable license, except as otherwise agreed in writing.
- 13.4 Trademarks.** Libelium, MeshLium, Plug and Mesh!, Squidbee, SetMeBlue!, Cooking Hacks, WaspMote, Plug and Sense!, N-Vio, My Signals, Libelium Cloud Hive, HOPU, together with any design or logo associated with them and any other, whether registered or not in any particular jurisdiction, used by LIBELIUM in promoting the Products are trademarks of LIBELIUM ("the Trademarks"). Any other Trademarks appearing in the Documents or on LIBELIUM's Websites are the property of LIBELIUM's suppliers or partners and may be protected under other intellectual property laws.

- 13.5 LIBELIUM's Websites.** The contents of LIBELIUM's Websites is also protected by LIBELIUM's or its suppliers' and partners' intellectual property rights. Their use or reproduction is subject to the express citation of LIBELIUM's URL address. Such citation is permitted only in the form of a banner or explanatory text linking to the website; integration into another website is expressly prohibited. Any other use of the Content on LIBELIUM's Websites requires LIBELIUM's prior written consent.
- 13.6 Training materials and content.** LIBELIUM is the owner of all IP Rights -including copyrights- concerning Training materials and content; Customer/OEM Customer shall use such materials and content in accordance with Section 15 of these B2B T&C. Customer/OEM Customer/User/End User, shall not copy, record, reproduce, disclose, transmit or transfer any part of said materials and content without LIBELIUM's prior written consent. For clarification purposes, this prohibition includes a general ban to record any Training session, or to upload any Training materials to any website or cloud platform.

14. PRIVACY POLICY AND CONFIDENTIALITY

- 14.1** Please visit <https://libelium.com/downloads/Libelium-Terms-of-Sale-and-Use-B2B.pdf>
- 14.2** The Customer/OEM Customer agrees: (i) to keep all Confidential Information strictly confidential; (ii) not to use the Confidential Information received for its own benefit; (iii) not to disclose the Confidential Information to any third party without LIBELIUM's prior written consent, except as provided in paragraph 14.3; and (iv) to protect any Confidential Information received by using at least the same measures as it uses to protect its own confidential information.
- 14.3** The Customer/OEM Customer shall restrict access to Confidential Information only to employees, resellers or professional advisors who have a need to know in connection with the Contract, who have been advised of the confidential nature of such information and who are bound to the Customer/OEM Customer by confidentiality obligations no less restrictive than those set forth herein.
- 14.4** This confidentiality obligation shall not apply to information which
- a) is proven to LIBELIUM's satisfaction to have been known to the Customer/OEM Customer at the time of receipt; or
 - b) is proven to LIBELIUM's satisfaction to have been subsequently independently developed by the Customer/OEM Customer; or
 - c) is disclosed pursuant to an official request by a court or competent authority, in which case the Customer/OEM Customer shall promptly notify LIBELIUM prior to responding to such official request, in order to enable LIBELIUM to minimize the impact of such disclosure.
- 14.5** LIBELIUM represents and warrants that it is entitled to disclose Confidential Information under the Contract, but makes no other warranties, including, without limitation, warranties as to the accuracy, completeness or suitability of the Confidential Information for any particular purpose.
- 14.6** Upon termination of the Contract, or upon LIBELIUM's written request, the Customer/OEM Customer shall immediately return or destroy the Confidential Information then in its possession or control and cease any use thereof.

- 14.7 The Customer/OEM Customer agrees that these confidentiality provisions are reasonable and necessary to protect LIBELIUM's legitimate business interests, that it would be very difficult to calculate the damages to LIBELIUM resulting from a breach of the confidentiality provisions set forth herein, and that a breach of these provisions could cause serious and irreparable harm to LIBELIUM. Accordingly, LIBELIUM reserves the right, in addition to any other rights or remedies available to it, to seek injunctive relief to prevent any breach (or threatened breach) and to obtain specific performance of this confidentiality obligation.
- 14.8 This confidentiality obligation shall survive for five (5) years after any termination or cancellation of the Contract.
- 14.9 Unless expressly prohibited by the Customer/OEM Customer in writing, LIBELIUM shall be entitled to advertise the Customer/OEM Customer's name and logo as well as a description and pictures of the project carried out for the Customer/OEM Customer on its website, presentations or catalogues.

15. TRAINING

- 15.1 Training services offered by LIBELIUM will last three (3) days unless otherwise expressed in an offer.
- 15.2 Training quotes always require full prepayment, including prepayment of LIBELIUM's trainer travel and lodging expenses. The following training refund policy applies to canceled registrations:
- a) Registrations cancelled up to three (3) weeks prior to the scheduled training will receive a 100% refund of the registration fee;
 - b) Registrations cancelled less than three (3) prior to the scheduled Training, will receive a 50% refund of the registration fees;
 - c) Registrations cancelled on the same day of a scheduled Training, including no shows, are not eligible for a refund.
 - d) LIBELIUM's expenses already incurred by the date of cancellation will not be eligible for a refund.
- 15.3 The Training does not constitute the provision of consulting services to Customer/OEM Customer, who should not rely on any opinion, comment or advice provided by LIBELIUM's trainer during the Training for any particular purpose relating to Customer/OEM Customer's business, and LIBELIUM hereby waives any resulting liability.
- 15.4 If a work visa is required for LIBELIUM's trainer in Customer/OEM Customer's country to perform the Training, the Training dates agreed between LIBELIUM and Customer/OEM Customer shall be subject to LIBELIUM obtaining such visa. LIBELIUM hereby waives any liability, penalty or damages should the Training be delayed due to a delay in obtaining such visa..

16. TECHNICAL SERVICE

- 16.1 Customers who purchase a Technical Service Pack will receive technical support services available in English and Spanish, Monday through Thursday from 9:00am to 6:00pm and Friday from 9:00am to 3:00 pm.
- 16.2 The content, level of interaction with Customers, response priority, validity and pricing policy for technical support services are detailed in the following table:

	Tier 1	Tier 2
Service content	Basic connectivity issues between nodes and Meshlium. Basic configuration of LoRaWan or sigfox type radios. Sensor reading issues, by providing error codes. Installation of smart devices app, Wasmote IDE, smart parking nodes... Demos with end customers (problems to get Libelium's technology up and running)	Advanced problem-solving. Specialized application and deployment study. Deep sensor data analysis. Custom code analysis.
Level of interaction with Customer	Telephone, Email or remote assistance using the "screen sharing" mode.	Telephone, Email or remote assistance using the "screen sharing" mode.
Priority	Same day	Response within 48 working hours
Validity	12 months from the date of purchase	12 months from the date of purchase
Pricing policy	Package fee (1, 2, 3, 5 or 10-hours bundle) at the price in force at the time of Technical Service Package purchase.	Package fee (1, 2, 3, 5 or 10 -hours bundle) at the price in force at the time of Technical Service Package purchas.
Hour consumption	Billing by the hour in multiples of 15 minutes	Billing by the hour in multiples of 15 minutes
No warranty	LIBELIUM does not guarantee the results of the consultation	LIBELIUM does not guarantee the results of the consultation

16.3 The Support Service does not include anything not expressly described above, including but not limited to the following:

- Explanation of functionalities, problem-diagnosis or analysis of products not purchased from LIBELIUM.
- Troubleshooting or analysis of technical problems related to accessories that are being used in conjunction with the Products and do not meet the system requirements recommended by LIBELIUM
- Resolution of problems arising from: improper use of the Products, failure on the part of the computer or computer network, virus infection, recovery of backup copies, and other causes that fall outside the scope of the normal use of the Products.
- Consulting on the application of the Products to the User's business model, unless such consulting services have been specifically and separately agreed with LIBELIUM.

17. CALIBRATION SERVICES

- 17.1 For Product calibration services provided by our laboratory, the official LIBELIUM digital calibration certificate will be delivered to YOU electronically, including a digital signature.
- 17.2 The ranges and parameters offered are those included in LIBELIUM's official calibration scope, as published on the <https://www.enac.es/> web portal. The measurements to be performed in the calibration process have guaranteed metrological traceability through national and international laboratories recognized by the signatories of the multilateral EA (European Cooperation for Accreditation) and ILAC (International Laboratory Accreditation Cooperation) agreements. The values expressed in the calibration certificates refer to the time and conditions under which the measurements were made. Longer-term stability of the product is not considered. Calibration data are valid only for the product specified on the certificate. The results in the calibration report are averages obtained by applying the primary calibration data for each range.
- 17.3 The Customer shall arrange and pay for shipping and insurance costs of the Products to and from LIBELIUM's laboratory.

18. GOVERNING LAW AND DISPUTE SETTLEMENT

- 18.1 These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.
- 18.2 Any dispute or difference arising out of these T&C or of the Contract or the breach thereof, which cannot be amicably resolved by the Parties within one month, shall be submitted to the Parties' respective governing bodies for a further period of thirty days to attempt to resolve it amicably before either Party is entitled to bring a claim. This does not apply to claims with a shorter limitation period.
- 18.3 If such dispute or difference is not settled amicably, then the Parties, waiving any other jurisdiction to which they may be entitled, agree to submit to the following jurisdictions:
- a) If the Customer/OEM Customer is domiciled in Spain or in a country of the European Economic Area (EEA), to the Courts and Tribunals of the City of Zaragoza, Spain.
 - b) If the Customer/OEM Customer is domiciled outside the EEA and such country is a member of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to the arbitration of the CIAM-CIAR, which shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. The seat of the arbitration shall be Madrid, Spain and the language of the arbitration shall be English. The Parties expressly agree to execute the arbitration award in good faith and without further recourse.
 - c) If the Customer/OEM Customer's country is not a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the dispute shall be submitted to any competent court of LIBELIUM's choice.

19. EXPORT CONTROL

- 19.1** Some of LIBELIUM's Products are listed in Annex XL of Regulation (EU) 833/2014 on restrictive measures motivated by Russia's actions destabilizing the situation in Ukraine, and therefore it is absolutely prohibited for the Buyer to re-export the Products to Russia and/or Belarus, or to re-export them for use in Russia and/or Belarus. The Buyer represents and warrants to LIBELIUM that the final destination of the Products is as disclosed in the purchase order.
- 19.2** Although products under tariff headings 8542.31 and 9027.89 are listed in Annex III of Council Regulation (EU) No. 267/2012 of March 23, 2012, concerning restrictive measures against Iran and products under tariff heading 8542. 31 are additionally listed in Annex II of Council Regulation (EU) 2023/1529 of July 20, 2023, concerning restrictive measures in view of Iran's military support to Russia's war of aggression against Ukraine and to armed groups and entities in the Middle East and the Red Sea region, LIBELIUM's products under these tariff headings do not correspond to the technical description subject to sanctions.
- 19.3** The Buyer shall indemnify LIBELIUM against all damages (including but not limited to fines, penalties and legal costs) resulting from (i) any untrue statement made by the Buyer under the Contract regarding the final destination of the Products; or (ii) any re-shipment or re-export of the Products in violation of any applicable export control regulations of the European Union. Without prejudice to any other action to which LIBELIUM may be entitled in order to defend its rights, the Buyer agrees that the compensation payable to LIBELIUM in such cases shall not be less than five million Euro (5,000,000.00) Euro.