

End-User License Agreement

This End-User License Agreement ("Agreement") is entered into by and between Worldsensing, ("Worldsensing"), with a registered address in Barcelona (Spain), at C/ Viriat, 47, 10th floor and assigned Tax Identification Code (CIF) B-64902208, and the end-user ("The Licensee") of **the 4G Gateway** marketed by Worldsensing.

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4.6. Future Functionality. The Licensee agrees that purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Worldsensing regarding future functionality or features.

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7.1. An event of default shall be deemed to occur if: (i) the Licensee fails to perform any of its obligations under the Sections entitled "License Exclusions" or "Title and Protection"; (ii) the Licensee fails to pay amounts due pursuant to its acceptance of the fees and payment terms in Section 4 of this Agreement within seven (7) days of the relevant due date; or (iii) either party fails to perform any other material obligation under this Agreement and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof.

7.2. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under the law, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party.

7.3. Within thirty (30) days after termination of this Agreement, the Licensee shall certify in writing to Worldsensing that Licensee has ceased use of any and all Proprietary Materials and that all copies or embodiments thereof in any form, including partial copies within modified versions, have been destroyed.

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10. UPGRADES AND PATCHES

10.1. Upgrades and patches are, as a rule, available under a separate and continuously valid fully paid maintenance agreement.

10.2 Upgrades and patches can also be made available to the Licensee at no additional cost. This decision is at the discretion of Worldsensing.

11. NOTICES

11.1. All notices shall be in writing and sent by first class mail or overnight mail (or courier), or email, to the addresses indicated on the Order Form, or such other address as either party may indicate by at least ten (10) days' prior written notice to the other party. Notices to Worldsensing shall be sent to the Department of Legal and Compliance (legal@worldsensing.com).

12. ASSIGNMENT

12.1. The Licensee may not assign this Agreement without the prior written consent of Worldsensing; provided that such consent shall not be required for assignment to a purchaser of all or substantially all of the assets or equity securities of Licensee who undertakes in writing to be bound by all the terms and conditions of this Agreement. Any prohibited assignment shall be null and void.

13. ENTIRE AGREEMENT

13.1. This Agreement is the complete and exclusive agreement between the parties, which supersedes all proposals or prior agreements, oral or written, including any online (click-through) agreement, which Licensee may have accepted in conjunction with the use of the Software, and all other communications between the parties relating to the subject matter hereof. No purchase order, other ordering document or any handwritten or typewritten text, which purports to modify or supplement the printed text hereof or the Order Form shall add to or vary the terms thereof and Worldsensing hereby rejects the same. Except as contained in a writing signed by both parties, all such proposed variations or additions are objected to and shall have no force or effect.

14. APPLICABLE LAW AND JURISDICTION

14.1. The interpretation, validity and execution of this Agreement shall be governed by Spanish law, excluding the rules of private international law on applicable law and the rules on the international sale of goods (such as, for example, the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

14.2. For the resolution of any dispute or litigation in relation to this Agreement the parties shall expressly submit to the jurisdiction and jurisdiction of the Courts of Barcelona (Spain) waiving any other jurisdiction that may correspond to them.

15. DEFINITIONS

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