

## End-User License Agreement

This **End-User License Agreement** ("Agreement") is entered into by and between **Worldsensing S.L.**, ("Worldsensing"), and the **End-user ("The Licensee")** of **4G Gateway** distributed under the below **Product Codes** stated herein marketed by **Worldsensing**:

Product Code	Description
<b>LS-CMT-EDGE-868</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Edge all Worldsensing Edge Devices.
<b>LS-CMT-EDGE-915</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Edge all Worldsensing Edge Devices.
<b>LS-CMT-EDGE-923</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Edge all Worldsensing Edge Devices.
<b>LS-CMT-EDGE-915R</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Edge all Worldsensing Edge Devices.
<b>LS-M6-KIO-GW-868SW</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Cloud.
<b>LS-M6-KIO-GW-923SW</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Cloud.
<b>LS-M6-KIO-GW-915SW</b>	An outdoor LoRa gateway equipped with an internal antenna and a 4G worldwide module with 3G/2G fallback. Compatible with CMT Cloud.

The End-user shall take into the consideration the compatibility of the different models of 4G Gateways. Only the above-mentioned compatibility can be warranted by Worldsensing if otherwise is not expressly stated in the Product Datasheet<sup>1</sup>

**BY USING THE SOFTWARE, THE LICENSEE AGREES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.**

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1.2. This Agreement takes effect on the date the Licensee accepts the terms of the Agreement (Product order confirmation).

1.3. Worldsensing does not grant the Licensee the right to create derivative works of the Software.

<sup>1</sup>Any problems with compatibility relieves Worldsensing of liability if such a compatibility is not expressly mentioned herein or in the Product Datasheet.

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If Worldsensing or a Worldsensing-authorized reseller has the legal obligation to pay or collect Taxes for which the Licensee is responsible under this Section 3.2, Worldsensing or the Worldsensing-authorized reseller will invoice the Licensee, who will pay that amount unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided. For clarity, Worldsensing is solely responsible for taxes assessable against Worldsensing based on its income, property and employees.

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- The Licensee fails to pay amounts due pursuant to its acceptance of the fees and payment terms in Section 3 of this Agreement within seven (7) days of the relevant due date; or
- 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.

6.2. 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.

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## **9. UPGRADES AND PATCHES**

9.1. Upgrades and patches are typically available under a separate and continuously valid fully paid maintenance agreement.

9.2. Upgrades and patches may also be provided to the Licensee at no additional cost, at the discretion of Worldsensing.

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11.1. All notices shall be in writing and sent via first-class mail, overnight mail (or courier), or email to the addresses specified in the Order Form or any other address communicated with by at least ten (10) days' prior written notice to the other party. By default, notices to Worldsensing can be sent to the Department of Product and Compliance (legal@worldsensing.com).

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13.1. This Agreement shall be governed, interpreted and enforced in accordance with the provisions of Spanish laws in force. The rules on the international sale of goods (such as the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980) shall be explicitly excluded.

13.2. For the resolution of any dispute or litigation related to this Agreement, the parties shall expressly submit to the jurisdiction of the Courts and Tribunals of Barcelona, to the exclusion of any other jurisdiction.

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LAST UPDATE: 17<sup>th</sup> day of October, 2023.

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LAST UPDATE: 17<sup>th</sup> day of October, 2023.