

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 **LS-G6-SW-VWRCR**¹ marketed by Worldsensing.

THE USE OF THE SOFTWARE BY THE LICENSEE IMPLIES THAT THE LICENSEE HAS READ THIS AGREEMENT, THAT HAS UNDERSTOOD IT AND CONSENTS TO OBLIGATE IN THEIR TERMS

1. LICENSE

1.1. Subject to Licensee's payment of the applicable fees and Licensee's compliance with other terms and conditions of this Agreement, Worldsensing grants to the Licensee a perpetual non-transferable, non-assignable, non-sublicensable, non-exclusive license of the Software for the purpose of the productive use of such software, in accordance with the Software's technical documentation and in the territory agreed in one or more applicable Worldsensing or Worldsensing-authorized reseller purchase orders (the "Order Form") executed with Licensee.

1.2. This Agreement is effective from the date the Licensee accepts the terms of the Agreement.

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

1.4. Reservation of rights. Worldsensing reserves all rights to the Software, except for the rights expressly granted under the terms of this Agreement to the Licensee as the End-User of the Software.

2. DATA LICENSE

2.1. The Licensee hereby grants Worldsensing a non-exclusive, worldwide, irrevocable, perpetual and royalty-free license to use all data (including Analytics Data and any unique account identifiers) provided to Worldsensing by Licensee, for the purposes of (i) providing Support Services and other services to Licensee; (ii) improving the Worldsensing Software; (iii) performing analyses related to the operation and Licensee's use of the Worldsensing Software. The foregoing license includes the right for Worldsensing to develop and publish or otherwise make available broadly applicable insights regarding aggregated data from multiple Worldsensing Software Licensees, but only when the Analytics Data have been aggregated or de-identified so that such insights cannot reasonably be used to identify Licensee's Users or Visitors.

3. LICENSE EXCLUSIONS

3.1. Except as expressly authorized in writing by Worldsensing, Licensee shall not: distribute, sublicense, disclose, market, rent, lease, or offer remote computing services, networking, batch processing or transfer of, the Software to any third party, or permit any person or entity to have access to the Software by means of a time-sharing, remote computing services, networking, service bureau or time-sharing arrangement, or export the Software in violation of European

¹ The equipment is mounted on concrete. This requires the use of *3MTM Scotchcast™ Re-Enterable Electrical Insulating Resins*. Please check our safety note at the end.

and Spanish regulations.

3.2. The Licensee may not apply reverse engineering techniques, decompile or disassemble the Software, or attempt to obtain the source code of the Software in any other way, except to the extent that this restriction is explicitly prohibited by law.

3.3. No license, right or interest in any Worldsensing trademark, trade name or service mark is granted hereunder.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees. The Licensee will pay all fees specified in Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on Software licenses provided, (ii) payment obligations are non-cancelable and the fees paid are non-refundable.

4.2. Taxes. The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Licensee is responsible for paying all Taxes associated with the Worldsensing Order Form. If Worldsensing or Worldsensing-authorized reseller have the legal obligation to pay or collect Taxes for which the Licensee is responsible under this Section 4.2, Worldsensing or 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.

4.3. 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.

5. TITLE AND PROTECTION

5.1. Worldsensing retains title to all portions of the Software and other Proprietary Materials and any copies thereof. The Proprietary Materials contain valuable proprietary information, and the Licensee shall not disclose them to anyone other than those of its employees or consultants under written nondisclosure obligations at least as restrictive as those contained in this Agreement, needing to know for purposes consistent with this Agreement. The Licensee shall be responsible for the compliance of such employees or consultants. The obligations outlined in this Section shall survive the termination of this Agreement.

5.2. The Licensee acknowledges that the Software includes certain open-source software ("OSS") which is governed by the applicable license terms thereof. The OSS is subject to the provisions of such license agreements, and in the event of any contradiction between the provisions of this Agreement and the provisions of such applicable license agreement, the provisions of the applicable open-source license agreement shall prevail solely for such open-source software products.

6. PATENT AND COPYRIGHT INDEMNITY

6.1 Subject to the limitations in Section 9, Worldsensing shall indemnify and defend the Licensee against any claims made by a third party that Licensee's reproduction of the Software (which, for the purposes of this Section 6, means the Software as delivered by Worldsensing, excluding the open-source software programs described in Section 5.2) as permitted in this Agreement directly infringes such third party's patent or copyright, provided that the Licensee complies with the requirements of this Section. The Licensee will (a) provide Worldsensing prompt written notice of any claim that the Software infringes any intellectual property rights, (b) provide Worldsensing with all information and assistance requested concerning such a claim, and (c) offer Worldsensing sole and complete authority to defend and/or settle any or all of such claims.

If a court holds that the Software, or if Worldsensing believes a court may hold that the Software, infringes the intellectual property rights of any third party, Worldsensing may (but is not obligated to), in its sole discretion, do any of the following: obtain for the Licensee the right to continue using the Software, replace or modify the Software so that it becomes non-infringing while providing substantially equivalent performance or, accept the return of the Software, terminate this Agreement, and refund the Licensee an amount equal to the license fees paid to Worldsensing multiplied by the percentage of the term of the license for the Software that the Licensee did not enjoy due to the early termination by Worldsensing.

Worldsensing shall have no liability or obligation under this Agreement to the extent the alleged infringement is based on (i) a modification or derivative work of the Software developed by anyone other than Worldsensing; (ii), a combination of the Software with any product or service not provided by Worldsensing; (iii) the use of the Software in 4G Gateways not listed in an accepted Order Form; (iv) the use of the Software for other purposes as those set out in this Agreement or the product documentation; (v) indirect or willful infringement; or (vi) the misuse of any open-source code, as described in Section 5.2.

This section states Worldsensing's entire liability and the Licensee's exclusive remedy for any infringement related to the Software.

7. DEFAULT AND TERMINATION

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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8.2. Disclaimer

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9. LIMITATION OF LIABILITY

9.1. Liability Exclusions

UNDER NO CIRCUMSTANCES WILL WORLDSENSING BE LIABLE FOR: LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF CONTRACTS; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR CONSEQUENTIAL OR INDIRECT LOSS OR SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, WHERE SUCH LOSS OR DAMAGE IS ALSO OF A CATEGORY OF LOSS OR DAMAGE ALREADY LISTED), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF LICENSEE, WORLDSENSING OR ANY THIRD PARTY ARISING OUT OF ANY BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY CONDITIONS OR OTHER TERM, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OTHER LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

9.2. Liability Cap

NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT (INCLUDING WITH RESPECT TO OBLIGATIONS ARISING UNDER SECTION 6) WILL WORLDSENSING OR ITS SUPPLIERS BE LIABLE FOR DAMAGES, EXPENSES, COSTS, LIABILITIES, SUITS, CLAIMS, RESTITUTION OR LOSSES, THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY LICENSEE FOR THE SOFTWARE LICENSE.

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

"Modifications" means any code developed by Licensee or any third party, including without limitation, configuration, integrations, implementations, or localizations to the external layer of

the core, baseline Software product. The term "Modifications" excludes Updates.

"Proprietary Material" means the Software, related documentation, and all parts, copies and modifications thereof, and any other information, in whatever form, received by Licensee hereunder, provided, however, such information shall not be deemed Proprietary Material if it (a) is or becomes a part of the public domain through no act or omission of Licensee; or (b) was in Licensee's lawful possession prior to the disclosure and had not been obtained by Licensee from Worldsensing; or (c) is lawfully disclosed to Licensee by a third party without restriction on disclosure; or (d) is independently developed by Licensee without reference to or use of Worldsensing's Proprietary Material.

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"Updates" means all published revisions and corrections to the printed documentation and corrections and new releases of the Software, which are generally made available to Worldsensing's supported customers at no additional cost or for media and handling charges only. Updates shall not include any options or future products which Worldsensing sells separately.

LAST UPDATE: December 20th, 2022

Annex I - Terms and Conditions of Open-Source Software

1. OPEN-SOURCE LICENSE

1.1. Worldsensing' technology uses or contains software licensed or distributed under any of the following licenses ("Open-Source Software", "OSS"). Notwithstanding anything to the contrary stated in the corresponding End-User License Agreement, installation or use of Open-Source Software shall be subject to the following license terms and this Terms and Conditions of Open-Source Software, which shall prevail over the End-User License Agreement. Some of Open-Source Software may, in its accompanying files, specify different version of the license terms and/or additional terms, which, if any, shall take precedence over the following license terms:

- a) Bootloader – energy micro, <http://www.silabs.com>;
- b) FreeRTOS -Modified GPL,
<https://github.com/FreeRTOS/FreeRTOS/blob/main/FreeRTOS/License/license.txt>
- c) Semtech LoRa – Revised BSD,
<https://github.com/chunyeow/LoRaMac-node/blob/master/LICENSE.txt>
- d) Energy Micro drivers, <http://www.energymicro.com>;
- e) ARM drivers – CMSIS,
https://github.com/ARM-software/CMSIS/blob/master/CMSIS/DSP_Lib/license.txt
- f) Pressure Sensor Driver for BMP180 – BSD,
<http://www.adafruit.com/products/391>
<http://www.adafruit.com/products/1603>
- g) Bit Extension Algorithm,
<https://graphics.stanford.edu/~seander/bithacks.html#VariableSignExtend>

The text of the license terms is available in the above websites.

2. LIMITED WARRANTY

2.1. Each Open-Source Software shall be provided on an "AS IS" basis without warranty of any kind, and any express or implied warranties, including without limitation, any warranties of title, noninfringement, merchantability or fitness for a particular purpose are disclaimed.

3. LIMITATION OF LIABILITY

3.1. IN ADDITION TO AND WITHOUT LIMITING THE GENERALITY OF THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN OPEN SOURCE LICENSES OR END-USER LICENSE AGREEMENT, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL WORLDSENSING, ITS AFFILIATES AND SUPPLIERS BE LIABLE, IN RELATION TO OPEN SOURCE SOFTWARE, FOR ANY CLAIM, LOSS OR DAMAGE BASED UPON OR RELATED TO, A THIRD PARTY CLAIM, ACTUAL OR ALLEGED INFRINGEMENT, MALFUNCTIONS OR LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, EVEN IF WORLDSENSING, ITS AFFILIATES OR

SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

4. OPENING UP ACCESS TO SOURCE CODE

4.1. Please contact the following e-mail for the access to the source code of OSS, when legally applicable: legal@worldsensing.com. We are not able to answer any further questions about source code.

LAST UPDATE: 13th day of December, 2022.

Annex II - SAFETY NOTICE



3M™ Scotchcast™ Re-Enterable Electrical
Insulating Resin Safety Sheet

EN

Safety Notice

REGARDING THE USE OF 3M™ SCOTCHCAST™ RE-ENTERABLE ELECTRICAL INSULATING RESIN

This equipment is mounted on concrete. This requires the use of 3M™ Scotchcast™ Re-Enterable Electrical Insulating Resins. To handle this resin, it is mandatory to comply with the safety conditions detailed in the manufacturer's safety sheet you can find by scanning the QR code at the top of this Safety Notice.

It is the responsibility of the user who handles this resin to comply with the applicable legislation in each country for this type of material.

ES

Aviso de Seguridad

SOBRE EL USO DE LA RESINA AISLANTE ELÉCTRICA REACCESIBLE SCOTCHCAST™ DE 3M™

Este equipo va montado en cemento. Para ello es necesario usar la resina 3M™ Scotchcast™ Re-Enterable Electrical Insulating Resins. Para manipular esta resina es obligatorio cumplir con las condiciones de seguridad detalladas en la hoja de seguridad del producto que puede acceder escaneando el código QR impreso en este Aviso de Seguridad.

Es responsabilidad del usuario que manipula esta resina cumplir con la legislación aplicable en cada país para este tipo de materiales.

FR

Avis de Sécurité

À PROPOS DE L'UTILISATION DE LA RÉSINE ISOLANTE ÉLECTRIQUE RÉÉTRANTE 3M™ SCOTCHCAST™

Cet équipement est monté sur du béton. Cela nécessite l'utilisation de résines isolantes électriques réétrans 3M™ Scotchcast™. Pour manipuler cette résine, il est obligatoire de respecter les conditions de sécurité détaillées dans la fiche de sécurité du produit jointe (en anglais).

Il est de la responsabilité de l'utilisateur qui manipule cette résine de respecter la législation applicable dans chaque pays pour ce type de matériau.





WorldSensing VW-RCR User's Guide

EN

Warning

READ THE USER GUIDE BEFORE DEVICE SETUP

We advice to follow the set up instructions of this device in the exact order stated in the VW-RCR User Guide. This device uses an electrical insulating resin to protect the electronic components of the device. Once the resin is applied, it does not allow the acces to sensor connectors and battery for maintenance purposes. Failure to follow the instructions may result of an improper functioning of the device and may jeopardize the device's warranty. You can access the User Guide by scanning the QR code printed at the top of this Warning.

ES

Advertencia

LEA LA GUÍA DEL USUARIO ANTES DE CONFIGURAR EL DISPOSITIVO

Recomendamos seguir las instrucciones de configuración de este dispositivo en el orden exacto indicado en la Guía de usuario. Este dispositivo utiliza una resina aislante eléctrica para proteger los componentes electrónicos del dispositivo. Una vez que se aplica la resina, no permite el acceso a los conectores del sensor y la batería para fines de mantenimiento. El incumplimiento de las instrucciones puede resultar en un funcionamiento inadecuado del dispositivo y puede poner en peligro la garantía del dispositivo.

Puede acceder a la Guía del usuario escaneando el código QR impreso en la parte superior de esta Advertencia.

FR

Avertissement

LIRE LE GUIDE DE L'UTILISATEUR AVANT LA CONFIGURATION DE L'APPAREIL

Nous vous conseillons de suivre les instructions de configuration de cet appareil dans l'ordre exact indiqué dans le Guide de l'utilisateur. Cet appareil utilise une résine isolante électrique pour protéger les composants électroniques de l'appareil. Une fois la résine appliquée, elle ne permet pas l'accès aux connecteurs du capteur et à la batterie à des fins de maintenance. Le non-respect des instructions peut résulter d'un mauvais fonctionnement de l'appareil et peut compromettre la garantie de l'appareil.

Vous pouvez accéder au guide de l'utilisateur en scannant le code QR imprimé en haut de cet avertissement.

