



Connexa Cloud Terms of Service

Last Updated: July 1st, 2020

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1 - Overview

1.1 Our Service.

Connexa offers online service that integrates with the individual items of hardware that have been provisioned to access Connexa's cloud and imported into Connexa's systems (each, a "Device") to perform various Internet of Things related tasks and functions (the "Hosted Service"). Connexa may, in its sole discretion charge fees in connection with certain services, such as limiting the number of Events (as defined below) that may be performed. As used herein, an "Event" means any HTTP/HTTPS request made by the Hosted Service to a third party service(s), or a CoAP message sent from a Device to Connexa's cloud. This includes without limitation, events sent via integrations or any discrete message sent via integrations by the Hosted Service to any third party service(s), alert and data messages sent from the Device to the Connexa cloud, as well as user requests sent from the Hosted Services to the Device.

1.2 Accounts.

(a) User Accounts.

In order to use the Hosted Service, you must register for an account with Connexa (an "Account"). Users Accounts shall be able to use the Hosted Services on a limited basis, as the amount of Events that may be performed and Devices included under an Account are limited.

(b) Registration Information.

You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. Connexa may suspend or terminate your Account if you breach any of the terms of this Agreement. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Connexa of any unauthorized use, or suspected unauthorized use, of your Account, or any other breach of security. Connexa will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2 - Licensed Uses and Restrictions

2.1 Access Grant.

Subject to your compliance with the terms and conditions of this Agreement, we grant you a limited, non-exclusive, non-assignable, non-transferable license to internally use and access the

Hosted Service solely as necessary to maintain and support your Devices in accordance with the documentation or specifications included in the Hosted Service.

2.2 Connexa Software.

Use of any software and associated documentation that is made available via the Hosted Service (“Software”) is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will Connexa provide you with any tangible copy of our Software. Connexa shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between this Agreement and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If the Software is a prerelease version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. If no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement. Subject to your compliance with this Agreement, Connexa grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Hosted Services in the manner permitted by this Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

2.3 Restrictions.

You agree that you will not, and will not assist, permit, authorize, or enable others to do any of the following restrictions (each, a “Restriction”) without our express written consent: (i) reverse engineer or decompile the Hosted Service or Software or any component thereof, or attempt to create a substitute or similar service through use of or access to the Hosted Service or Software, unless this is expressly permitted or required by applicable law; (ii) copy, rent, lease, sell, transfer, assign, sublicense, or alter any part of the Hosted Service, Software or accompanying

documentation (collectively, the “Connexa Properties”); (iii) use Connexa’s name to endorse or promote any product, including a product derived from the Connexa Properties; (iv) use the Connexa Properties for any illegal, unauthorized, or otherwise improper purposes, or in any manner which would violate this Agreement; (v) remove any legal, copyright, trademark, or other proprietary rights notices contained in or on the Connexa Properties; (vi) use the Connexa Properties in a manner that, as determined by Connexa, in our sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Connexa Properties documentation; or (vii) imply inaccurate affiliation, sponsorship, or endorsement of you, or your Devices.

2.4 Usage Limitations.

Users may not perform more than the number of Events per month or use the Hosted Services in connection with more Devices, for which the applicable fees have been paid. We may limit: (i) the number of network calls that your Devices may make to the Hosted Service; (ii) the maximum file size; and (iii) anything else about the Event as we deem appropriate, in our sole discretion. We may impose or modify these limitations without notice. We may utilize technical measures to prevent over-usage and stop usage of the Hosted Service by a Device after any usage limitations are exceeded or suspend your access to the Hosted Service with or without notice to you in the event you exceed any such limitations.

3 - Devices

3.1 Device Policy.

You are solely responsible and liable for your Devices, and for supporting the Devices. On each Device in which you use the Hosted Service, you shall prominently display and comply with a privacy policy on such Device that includes a full, accurate and clear disclosure regarding Connexa’s collection, use and distribution of personal information collected via the Hosted Service in accordance with our Privacy Policy, available at docs.connexa.com/legal/Privacy%20Policy. You represent and warrant that your Device will not: (i) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (iii) be harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, text messages, chain letters, pyramid schemes, or any other form of duplicative or unsolicited

messages, whether commercial or otherwise; or (vi) offer or promote services that may be damaging to, disparaging of, or otherwise detrimental to Connexa or its licensors, licensees, affiliates and partners.

3.2 Refusal of Devices.

Connexa will have the right, in its sole discretion, to refuse to permit your use of the Connexa Properties with a particular Device. Unless Connexa states otherwise, such rejection will not terminate this Agreement with respect to any other Device. Connexa will have no liability to you for such refusal.

3.3 Monitoring.

You agree to provide us with access to your Device and other materials related to your use of the Hosted Service as reasonably requested by us to verify your compliance with this Agreement.

3.4 Unauthorized Applications.

You understand that the Connexa Properties are not designed, intended, authorized or warranted to be suitable for use in the following “Unauthorized Applications”: life support applications, devices or systems; the operation of nuclear facilities; aircraft navigation systems; aircraft communication systems; air traffic control; direct life support machines; weapons systems; military or space equipment requiring radiation hardened components; and Enhanced 911 or E911 emergency calling system. You warrant that you will not use the Connexa Properties for Unauthorized Applications.

4 - Ownership

4.1 Ownership.

As between you and Connexa, Connexa owns all right, title and interest in and to the Connexa Properties. Except for the license granted in Section 2.1 (License Grant), this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by us, including the Hosted Service, Software and Brand Features (as defined below). You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement. We claim no ownership or control over your Device or the content sent, posted or displayed through your Device, except for any Connexa Properties therein.

4.2 Brand Features.

We grant you a limited, non-exclusive license to display our name, logos and domain names (collectively, “Brand Features”) to promote and advertise your use of the Connexa Properties in

accordance with this section. When you promote your application, you must not imply that it is created or endorsed in any manner by Connexa, although you may state facts (e.g., the application is used with the Hosted Service). You agree, however, not to remove, obscure, distort, or alter any of our Brand Features or display our Brand Features in any way that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Connexa. All use by you of the Brand Features (including any goodwill associated therewith) will inure to the benefit of Connexa. At no time during or after the term of this Agreement will you challenge or assist others to challenge the Brand Features (except to the extent such restriction is prohibited by law) or the registration thereof by Connexa, nor will you attempt to register any trademarks that are confusingly similar in any way to any Brand Features. You must submit to us a copy or image of any media release or advertising that includes any of the Brand Features by emailing us at cloud@connexa.com.

5 - Relationship

5.1 Marketing.

We may publicly refer to you, orally or in writing, as a Connexa Properties licensee of Connexa (including in a directory of our developers) and we may publish your name and logo on the Connexa website or promotional materials without prior written consent. You grant us all necessary rights and licenses to do so.

5.2 Support.

We may provide you with support, upgrades, or modifications for the Connexa Properties at our own discretion. In the event we provide any support, it will be considered part of the Connexa Properties for purposes of Section 9 (Disclaimer and Liability) and Section 10 (Indemnification) below, and we may terminate the provision of such support or modifications to you at any time without notice or liability to you. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Device. We may redirect users and potential users of your Device to your email address on file for purposes of answering general Device inquiries and support questions.

5.3 Independent Development.

You acknowledge and agree that Connexa may be independently creating applications, content and other products and services that may be similar to or competitive with your Device and its application, and nothing in this Agreement will be construed as restricting or preventing Connexa from creating and fully exploiting such applications, content and other items, without any obligation to you. If you elect to provide us with any comments, suggestions, or feedback related to our Connexa Properties, you assign all right, title and interest in and to such comments,

suggestions and feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, or compensation or other duty to account.

6 - Fees and Payment Terms

6.1 Payment.

You agree to pay all fees or charges to your Account in accordance with the applicable fees, charges and billing terms in effect at the time a fee or charge is due and payable. Users must provide Connexa with valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider"). Your Payment Provider agreement governs use of the designated credit card account, and must refer to that agreement and not the terms of this Agreement to determine its rights and responsibilities. By providing Connexa with your credit card number and associated payment information, you agree that we are authorized to immediately invoice your Account for all fees and charges due and payable to Connexa hereunder and that no additional consent is required. You agree to immediately notify us of any change in your billing address or credit card used for payment hereunder. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Website or by e-mail delivery to you.

6.2 Automatic Renewal.

You will be responsible for payment of the applicable fee for the Connexa Properties (each, a "Service Subscription Fee") at the time you create your Account and select your monthly or annual package (each, a "Service Commencement Date"). Except as set forth herein, all fees for the Connexa Properties are non-refundable. Your subscription will continue indefinitely until terminated in accordance with the terms herein. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each, a "Renewal Commencement Date") and continue for an equivalent period, at Connexa's then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

6.3 Pricing.

Please refer to our pricing page <https://cloud.connexa.com/add-device> for a description of the fees payable in connection with the Hosted Service.

6.4 Taxes.

Connexa's fees are net of any applicable sales or use tax ("Sales Tax") outside the state of Texas. If any Connexa Properties, or payment for any Connexa Properties, under this Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Connexa, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority.

7 - Term and Termination

7.1 Term.

You agree that this Agreement will be deemed to be in effect upon the date on which you accept this Agreement, in accordance with the preamble.

7.2 Suspension and Termination.

We may change, suspend, or discontinue the availability or any functionality of the Connexa Properties, or any aspect of your access to the Connexa Properties, at any time without notice to you and without incurring any liability to you. We may also impose limits on certain features and services or restrict your access to part or all of the Connexa Properties without notice to you and without incurring any liability to you. Furthermore, Connexa may limit, suspend, or terminate your use of the Connexa Properties (and your rights under this Agreement) at any time. In addition, this Agreement will terminate automatically and without notice immediately upon any breach of the terms of this Agreement by you.

7.3 Your Termination.

You may terminate this Agreement for any reason or no reason at all, at your convenience, by ceasing your use of the Connexa Properties, and providing at least thirty (30) days prior written notice to Connexa.

7.4 Effect on Termination.

Upon termination of this Agreement: (i) all rights and licenses granted will terminate immediately; (ii) any and all payment obligations, if any, will be due; and (iii) each party will promptly return to the other party all Confidential Information of such party in its possession, custody, or control. Neither party will be liable to the other party for damages of any sort resulting solely from the termination of this Agreement. Notwithstanding clause 7.4(i), Connexa's sole obligation as it relates to copies of, or references or links to, your Device will be to, upon written request from you, make commercially reasonable efforts, as determined in its sole discretion, to remove all such references and links.

7.5 Deletion of Data.

Connexa will use reasonable efforts to delete of your password, name, credit card information, Device events, and all related information associated with or inside your Account (or any part thereof), excluding data related to past Transactions upon termination of this Agreement, or upon request.

7.6 Survival.

Sections 4.1 (Ownership), 4.2 (Brand Features), 5.3 (Independent Development), 6 (Fees and Payment Terms), 7.6 (Survival), and 8 (Confidentiality) through 11 (General) will survive any termination of this Agreement.

8 - Confidentiality

8.1 Ownership.

“Confidential Information” means all written and oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party’s Confidential Information. All Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party’s obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, the receiving Party will notify the disclosing Party as soon as possible.

8.2 Exceptions.

The foregoing provisions will not apply to Confidential Information that: (i) is or becomes generally publicly available or enters the public domain through no fault of the receiving Party; (ii)

is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iii) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the receiving Party without use or reference to the Confidential Information of the disclosing Party; or (v) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) to comply with the order of a court or other governmental body or applicable law, provided the Party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement.

9 - Disclaimer and Liability

9.1 Disclaimer.

THE CONNEXA PROPERTIES ARE PROVIDED "AS IS," "WHERE IS," "WITH ALL FAULTS" AND WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. CONNEXA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/ NON-INFRINGEMENT. SOME ASPECTS OF THE CONNEXA PROPERTIES ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. WE DO NOT REPRESENT, WARRANT, OR MAKE ANY CONDITION THAT THE CONNEXA PROPERTIES ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. WE ARE NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CONNEXA PROPERTIES, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOUR USE OF THE CONNEXA PROPERTIES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM USE OF THE CONNEXA PROPERTIES INCLUDING, BUT NOT LIMITED TO, FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE USER AGREEMENT.

9.2 Limitation of Liability.

CONNEXA WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR RELIANCE DAMAGES RELATED TO THIS AGREEMENT OR THE Connexa Properties. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS

OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE CONNEXA PROPERTIES EXCEED THE AMOUNTS PAID BY YOU TO CONNEXA DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT(S) GIVING RISE TO LIABILITY HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT.

10 - Indemnification

10.1 By You.

You will defend, indemnify and hold harmless Connexa and its affiliates, and their respective directors, officers, agents, licensors, and other partners and employees from and against any third-party claim arising from or in any way related to your Device, your use of the Connexa Properties, or your breach of any obligation herein, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

10.2 By Connexa.

Connexa will, at its expense, defend or, at its option, settle any claim, action or allegation brought against any user with an Account alleging that the Connexa Properties infringe any valid copyright, United States patent or misappropriate a trade secret of a third party and will pay any final judgments entered into. You will give prompt written notice to us of such a claim and you will give us the exclusive right to defend any such claim, action, or allegation and or to make settlements thereof at our discretion. You will give such assistance and information as we may reasonably require to settle or to oppose such claims. This Section 10.2 provides your exclusive remedy for any infringement claims or remedies.

10.3 Options.

In the event any infringement claim, action or allegation is brought or threatened, we may, at our sole option and expense: (i) procure for you the right to continue use of the Connexa Properties or infringing part thereof; (ii) modify or amend the Connexa Properties or infringing part thereof, or replace the Connexa Properties or infringing part thereof with similar functionality; or (iii) if neither of the preceding is commercially practicable terminate the Agreement and the licenses granted herein.

10.4 Exclusions.

This indemnification obligation will not apply if the infringement arises as a result of (i) any use of the Connexa Properties in a manner other than as specified in this Agreement, (ii) any use of the Connexa Properties in combination with other products, equipment, devices, systems, or data not supplied by us to the extent such claim is directed against such combination, or (iii) any alteration, modification, or customization of the Connexa Properties made by any party other than Connexa or our authorized representative if such infringement would not have occurred without such alteration, modification or customization.

11 - General

11.1 Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between you and Connexa and governs your use of the Connexa Properties. If, through accessing or using the Connexa Properties, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement will not affect your legal relationship with such third party.

11.2 Relationship of Parties.

The Parties hereto are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary, or joint venture relationship between the Parties. Neither Party is the representative of the other Party for any purpose and neither Party has the power or authority as agent, employee, or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

11.3 Governing Law.

This Agreement will be governed in accordance with the laws of the State of Texas without reference to its conflicts of law principles. The Parties agree that the exclusive jurisdiction of any actions arising out of this Agreement will be in the state or federal courts, as applicable, located in Kendall County, Texas.

11.4 Severability.

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such term or provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.5 Assignment.

Neither Party may assign this Agreement or any of its rights or obligations hereunder, to a third party without the other Party's written consent, except that a Party may assign this Agreement without such consent as a consequence of a merger, consolidation, reorganization, or sale of substantially all of its assets or of the business to which this Agreement pertains. Any assignment in violation of the foregoing is null and void. This Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.6 Waiver.

Failure to enforce or a waiver by either Party of one default or breach of the other Party will not be considered to be a waiver of any subsequent default or breach.

11.7 Notices.

All notices required or permitted hereunder will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Cover Page. All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier. You agree that Connexa may send any privacy or other notices, disclosures, reports, documents, communications and other records regarding the Service (collectively, "Notices") in electronic form to: (1) the email address that you provided during registration, or (2) by posting the Notice on the Service. The delivery of any Notice is effective when posted to the Service or sent by Connexa (whichever first occurs), regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling your Account. You must give notice to us in writing via email to cloud@connexa.com or another address otherwise expressly provided.

11.8 Force Majeure.

Neither party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war.

11.9 Government End Users.

The Connexa Properties are "commercial computer software" and any associated documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display,

or disclosure of the Connexa Properties or such documentation by the United States Government will be governed solely by the terms of this Agreement.

11.10 Remedies.

All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. A party's breach or threatened breach of any of its covenants or agreements in this Agreement may cause irreparable injury that is inadequately compensable in monetary damages.

Supplemental Terms for Cellular Data.

The following Supplemental Terms apply to the cellular coverage which is included in your Device subscription purchased from Connexa. You shall be referred to as a "Customer" for the purposes of these Supplemental Terms.

1 - Definitions.

1.1 "Activated Device" shall mean each Enabled Device that is activated on the Communications Network.

1.2 "Affiliate" shall mean, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

1.3 "Communications Network" means the Wireless Communications Services network of the Communications Provider, its Affiliates and Roaming Partners and used in the provision of the M2M Services.

1.4 "Communications Provider" means the third party broadband and/or telecommunications provider that provides the M2M Services.

1.5 "Control" and its derivatives shall mean legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

1.6 "Enabled Device" means a Customer M2M Device that contains a Communications Provider SIM; operates on the Communications Provider Mobile Network; has been approved and certified by Communications Provider for use in the M2M Services.

1.7 “ESN” means the electronic serial number for each M2M Device.

1.8 “Facilities” means the telecommunications switching equipment, wireless cell site transceiver equipment, connecting circuits, software, and other equipment installed, maintained, expanded, modified, or replaced by Communications Provider, its Affiliates or Roaming Partners to provide the M2M Services.

1.9 “FCC” means the Federal Communications Commission or any successor agency.

1.10 “M2M” means machine to machine.

1.11 “M2M Device” means a Customer provided M2M device that contains a Communications Provider SIM.

1.12 “M2M Services” means the SIMs and services provided to Customer under these Supplemental Terms that allow data communications to be sent to or from an Activated Device to or from a machine through the Communications Network.

1.13 “MDN” means a mobile device number assigned to an M2M Device by Communications Provider.

1.14 “Roaming Partner” means a provider of Wireless Communications Services contracted by Communications Provider or its Affiliates to provide Wireless Communications Services to the customers of Communications Provider and its Affiliates in areas where Communications Provider or its Affiliates are not licensed to provide Wireless Communications Services or Communications Provider’s and its Affiliates’ wireless network is not capable of providing the M2M Services.

1.15 “SIM” means Subscriber Identity Module, the specially programmed microchip inserted into an Activated Device that (a) identifies the user to the Communications Network, and (b) provides network tracking, registration, and authentication services as part of the M2M services.

1.16 “Wireless Communications Services” means electronic communications services provided over a wireless network or an Internet Protocol enabled wireless network.

2 - Scope of Service

2.1 Limitation on Scope of M2M Service

2.1.1 General.

Customer agrees that (a) M2M Services are available to M2M Devices only within the operating range of the Communications Provider Network; and (b) M2M Services may be temporarily unavailable, interrupted, curtailed, or otherwise limited because of transmission limitations

caused by many factors, including, but not limited to, atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; or Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper maintenance or improved operation of the Facilities. Connexa, Communications Provider and Communications Provider's Affiliates and Communications Provider's Affiliates' participating wireless carriers shall not be liable to Customer with respect to any claim or damage related to or arising out of or in connection with any coverage gap or any M2M Service interruption, curtailment, or other limitation provided above.

2.1.2 Data Services.

Neither Connexa nor Communications Provider is not a publisher of third party content that can be accessed through M2M Services. Neither Connexa nor Communications Provider is responsible to Customer for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through the M2M Services or any damages resulting from such. Neither Connexa nor Communications Provider guarantees the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Neither Connexa nor Communications Provider makes any representations or warranties regarding the publisher, provider, scope or nature of content transmitted, or the services available, through the M2M Services.

2.2 Coverage Maps.

M2M Services are available within the operating range of the applicable Communications Network, which is depicted on the coverage maps which will be provided to Customer upon request. Network coverage maps are good faith approximations of outdoor coverage; actual coverage areas may vary. Neither Connexa nor Communications Provider is liable to Customer for any claim or damage related to or arising out of or in connection with the accuracy or completeness of any map information furnished hereunder.

3 - Customer's Rights and Obligations

3.1 M2M Devices

3.1.1 Acquisition.

Communications Provider does not provide M2M Devices as part of the M2M Services. Customer is responsible for acquiring the M2M Devices from Connexa or approved distributors.

3.1.2 Shipping Charges.

Customer shall pay (or reimburse Connexa for) all shipping charges associated with sending the M2M Devices to and from Connexa.

3.1.3 Compatibility.

Customer will use only M2M Devices that were purchased through Connexa or approved distributors.

3.2 Interference.

Customer's agents, employees or representatives, may not interfere with the Facilities, the Communications Provider Network, or the M2M Services in a way as to impair the quality of service provided by Communications Provider to its customers. Notwithstanding this prohibition, Customer will cease the act(s) causing the interference. Communications Provider, concurrent with notice to Customer, may suspend or terminate the M2M Services to Customer without any liability to Customer and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, employee or representative.

4 - Modifications

Communications Provider may, in its sole discretion, change or update the Facilities or Communications Provider's operations, equipment, software, procedures, or services. If any of these changes or updates affect Communications Provider's M2M services, Communications Provider will provide Customer with commercially reasonable advanced notice when possible. Communications Provider M2M Services provided pursuant to these Supplemental Terms shall be subject to any restrictions that may exist under applicable law or regulation. In the event that changes in any applicable law or regulation, imposes additional obligations on Communications Provider or materially increases the costs or risk to Communications Provider, then Communications Provider shall have the right in its discretion, acting reasonably, to (i) add, modify, or remove territories where roaming shall be available, (ii) substitute Roaming Partners, and/or (iii) pass through any applicable increases in the costs of the Communications Provider M2M Services to Customer in respect of such changes. Customer acknowledges that neither Connexa nor Communications Provider shall have any liability arising out of any suspension or termination of roaming services, or any increases to the charges for Communications Provider M2M services as a result of the foregoing.

5 - Usage Guidelines

5.1 Introduction.

These policies apply to Customer of the M2M Service as well as to users of any related software ("Licensees"). Connexa reserves the right, at its discretion, to modify these Usage Guidelines as they are generally and prospectively applied at any time by posting notice on the Website or by other reasonable notice. Connexa and Communications Provider reserves the right to suspend use of the M2M Service and related software for Customer's or Licensees' violations of these Usage Guidelines.

5.2. Registration.

As a condition to using the M2M Service, each administrative Customer of the M2M Services may be required to register with Communications Provider and select a unique password and user name ("User ID"). Customer shall provide Communications Provider with accurate, complete, and updated registration information. Customer may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.

5.3. Applicable Laws.

Customer and Licensees may not use the M2M Service or related software in any manner that (a) infringes the intellectual property rights, rights of publicity or privacy or other proprietary rights of others, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.

5.4. Security.

Customer and Licensees will not violate or attempt to violate the security of the M2M Service, including, without limitation, (a) accessing data not intended for such Customer or Licensee logging into a server or account which such user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which such Customer or Licensee is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability. Communications Provider reserves the right to monitor the Service at any and all times to facilitate compliance with these Usage Guidelines but is not obligated to do so. Customer consents to the processing of information necessary to provide the M2M Service at Communications Provider's data centers in the United States.

5.5. Disclaimer.

The M2M Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Communications Provider, its Affiliates or third-party providers (including its Roaming Partners). Communications Provider does not warrant that the use of the M2M Service or related software will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the M2M Service or related software.

5.6. Intellectual Property.

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the M2M Service or any technology related to the M2M Service (collectively, “Technology”); modify, translate, or create derivative works based on the M2M Service or Technology, including documentation related to the Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the M2M Service or Technology; use the M2M Service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with respect to the M2M Service. Customer and Licensee will not use the M2M Service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the M2M Service, or copy any ideas, features, functions or graphics of the M2M Service. Communications Provider retains all rights in the M2M Service, related software and Technology. To be clear, no express or implied license to any Communications Provider or third party provider patents is conferred in connection with use of the M2M Service and related software.

6 - Fees

Connexa will pass through, and Customer agrees to pay Connexa, all fees, costs and expenses charged by Communications Provider to Connexa in connection with Customer’s use of the M2M Service. Customer acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and those charges may appear on subsequent invoices. Unless otherwise stated, Communications Provider will prorate old and new service plan charges based on the date of change if Customer changes service plans during an invoicing cycle.