

**DOTMobile WEBPORTAL AND WEBAPP
DIGITAL SERVICE CREDITS
USER LICENSE**

Rel. 1.0

PLEASE READ THIS DOTMobile DIGITAL SERVICE CREDITS USER LICENSE ("LICENSE") CAREFULLY BEFORE PLACING THE ORDER.

BY PLACING THE ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN PARTS (1)-(17) OF THIS LICENSE.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT PLACE ANY ORDER.

1. Definitions.

1.1 "User" refers to the authorized user registering via www.dotmobileshop.com to access and use DOTMobile Web Portal and who has purchased Digital Service Credits and purchased or received free of charge Black Boxes from Dotando.

1.2 DOTMobile Web Portal consists of system administration, system management, and system monitoring activities and includes the right to use its functionality specified in www.dotmobileshop.com, specially designed for GPS asset tracking.

1.3 DOTMobile Web App, consists of a subset of WebPortal functionalities the right to use its functionality specified in www.dotmobileshop.com, specially designed for GPS asset tracking.

1.4 "BlackBox", "PortableBox" or others, is intended as the Track and Trace device supplied to the User, activated by Dotando and installed by the User or its preferred vendor at User's expense on the means of transportation or people to be tracked in accordance with the Installation and Activation instructions.

1.5 The term "your data" refers to the data provided by the User that resides in its services environment.

1.6 The term "order" refers to the on-line ordering process filled by the User.

1.7 The term "Credit" refers to the Digital Service for a single asset and it lasts up to 24 hours. One Credits grants up to 24 hours of service for one asset. It starts at 00.00 of day when it's switch on by the User on DOTMobile Web Portal and it ends at 23.59 of the day when it's switched off on DOTMobile Web Portal. Credits are associated to specific asset by the User on DOTMobile Web Portal.

2. Scope of this License.

This license is valid for DOTMobile Web Portal, WebApp and DOTMobile Digital Service Credits ("SERVICES") to track, trace, control and monitor BlackBoxes, PortableBoxes, Watches and other devices or accessories as defined in www.dotmobileshop.com.

3. Grants of right.

Upon Dotando acceptance the User order and for the duration of the Services, the User has the non-exclusive, non-assignable, royalty free, worldwide limited right to access the DOTMobile Web Portal and WebApp via Internet solely to use its functionalities.

User agrees that will only use the GPS location based services in accordance with applicable law and as intended as described in the documentation provided with the DOTMobile Web Portal and WebApp. The User acknowledges that Dotando or its licensor shall have no liability for your usage of the Portal and the App that does not comply with law or the intended purpose.

The functionalities are provided as described in, and subject to, the functionalities referenced on www.dotmobileshop.com, and/or www.dotmobile.eu, and/or in the Price List and following modification, and/or in the order and the Privacy Policy referenced on the www.dotando.com.

The User agrees that do not acquire under this license any right to use the DOTMobile Web Portal and Web App specified in the order in excess of the scope and/or duration of the services. Upon the end of the Credits, your right to access or use the DOTMobile Web Portal specified in the order and the services shall terminate and Dotando shall have the right to immediately terminate the service.

4. Ownership and Restrictions.

User retains all ownership and intellectual property rights in and to their data and those of its users. Dotando or its licensor retain all ownership and intellectual property rights to the DOTMobile Web Portal and Web App. In case of third party technology (such as maps or others) may be required by the User for use with some DOTMobile programs, the right to use such third party technology is governed by the terms of the third party technology license agreement.

User may not:

- remove or modify any program markings or any notice of Dotando or its licensors' proprietary rights;
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Dotando or its licensors'.

4.1 One-sided modification of the DOTMobile Web Portal and Web App

Dotando or its licensors' reserves the right to unilaterally modify the above-mentioned Web Portal, Web App and its functionality, in compliance with and limited to any developments in the construction technology and techniques of the industry. The User hereby undertakes to accept such modifications.

5. Warranties, Disclaimers and Exclusive Remedies.

Dotando warrants that DOTMobile Web Portal and Web App will function in substantial accordance with the description and features specified on www.dotmobileshop.com or www.dotmobile.eu sites.

The warranty granted herein is in lieu of all other warranties express or implied, including but not limited to any implied warrantied of merchantability or fitness for a particular purpose.

If the services provided to User for any given period during the services term were not performed as warranted, you must provide written notice to Dotando no later than five business days when it occurs.

Dotando entire liability and Dotando's sole and exclusive remedy for breach of the foregoing warranty shall be Dotando option to either:

- return to the User the Credits for the period in which the Web Portal or WebApp did not perform according to this warranty, or
- repair the defects or replace the software.

DOTANDO DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THE USER ACKNOWLEDGE THAT BUSINESS PARTNER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING GRPS/GSM AND SATELLITE CONNECTIVITY, THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. BUSINESS PARTNER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6. Term

6.1 Term for Digital Service Credits.

This license starts from when Activation Date and its duration is related to the Credits purchased ant still available for use. The Activation Date is included in the Account Credential which will be delivered either together with the BlackBox, PortableBox and other Devices or via e-mail.

User can recharge Credits by purchasing new one from the DOTMobile WebPortal at anytime within 1 year after the last day when the last Credit was used.

Once Credits will be finished all rights to access or use the DOTMobile Web Portal and WebApp end at the 00.01 of the day following the one when the last Credit was used, till than new Credits will be purchased and associated by the Users to the assets.

The User agrees and acknowledges that when remaining Credits will not be used for 1 year following the day when the last Credit was used, they are voided and Dotando has no obligation to reimburse them and to retain User's account and related data and that they may be irretrievably deleted.

7. Discontinuance of business.

In the event the User discontinue the business, Dotando reserves the right to transfer User and its users data to other Users to ensure service continuity if required, without further obligation and liability due to the User.

8. Transfer of business.

Should the User intends to transfer its business, the third party taking over the business shall have to accept all the conditions of this license.

Dotando reserves the right to transfer User and its users data to new one to ensure service continuity if required, without further obligation and liability due to the User.

9. Digital Service Credits prices and taxes.

The User agrees to pay Dotando the Digital Service Credits as per Price List indicated at www.dotmobileshop.com at the time of the order, at DOTMobile Web Portal for Credit recharge, and following modification. Digital Service Credits prices does not include Taxes and expenses.

All Credits due under the license are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Dotando must pay based on the Digital Service Credits you ordered, except for taxes based on Dotando income. The User will reimburse Dotando for reasonable expenses related to providing any on-site portion of the services if required.

10.1 One-sided modification of the Price List.

Dotando reserves the right to unilaterally modify the Price List indicated at www.dotmobileshop.com, or at [DOTMobile Web Portal](#) giving written notice 30 days before new prices becomes effective.

The User hereby undertakes to accept such modifications.

10. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING DIGITAL SERVICE CREDITS UNDER THE AGREEMENT), DATA, OR DATA USE. DOTANDO MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS USER LICENSE OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO DOTANDO FOR THE DIGITAL SERVICE CREDITS UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST DOTANDO SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE LICENSE AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

11. Indemnification.

The User shall indemnify, defend and hold harmless Dotando, its licensor, agents, partners, employees and/or representatives from and against all third-party claims, suits, actions, liabilities, damages, losses, demands, costs and expenses (including reasonable attorneys' fees) arising out of any actual or alleged injury or death to any person or damage to any property, or any other damage or loss resulting in whole or in part from any alleged or actual defect in the DOTMobile Web Portal, Web App and DOTMobile Digital Service Credits supplied by Dotando to the User.

12. Applicable Law

This license shall be governed by the laws of the State of Florida, the User and Dotando agree to submit to the exclusive jurisdiction of, and venue in, the Court of Miami-Dade County, Florida in any dispute arising out of or relating to the license.

13. Severability.

If any provision of these License is determined to be illegal, invalid, void or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect without being impaired or invalidated in any way.

14. Force Majeure.

Neither party shall be responsible for any failure or delay in the performance of any obligation (other than an obligation to make payments for goods delivered in accordance with the Order) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, hostility, sabotage, strikes and other labor disputes, embargoes, export control laws, government restrictions (including the denial or cancellation of any export or other license), electrical, internet, or telecommunication outage not caused by the obliged party, delays in transportation and inability to obtain labor, supplies or manufacturing facilities, including material shortages or delays in deliveries to Dotando by its suppliers, act of God, other event outside the reasonable control of the obliged party. In the event that any force majeure event shall prevent Dotando from being able to supply products to all its customers, Dotando shall be entitled to allocate its available supply of products among its customers in such proportions as Dotando in its sole discretion, shall deem appropriate. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

15. User Data.

In performing the services, Dotando will comply with the Dotando Privacy Policy. The policy referenced at www.dotando.com or www.dotmobileshop.com specifies our respective responsibilities for maintaining the security of data in connection with the services.

The Privacy Policy is subject to change at Dotando Inc discretion; however, Dotando Inc policy changes will not result in a material reduction in the level of protection provided for your data during the period for which the Credits are available for use.

Dotando Inc reserves the right to provide the services from locations, and/or through use of subcontractors, worldwide.

The User agrees to provide any notices and obtain any consents related to your use of the DOTMobile Web Portal and Web App, including those related to the collection, use, processing, transfer and disclosure of personal information. The User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of its users data.

16. Statistical Information.

Dotando or its licensors may compile statistical information related to the performance of the DOTMobile Web Portal, Web App and Services, and may make such information publicly available, provided that such information does not incorporate User data and/or identify User confidential information or include User company's name.

Dotando or its licensor retains all intellectual property rights in such information.

17. Customer Reference

The User agrees (i) that Dotando or its licensor may identify the User as a recipient of services and use its logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Dotando or its licensor for promotional purposes.