

**DOTMobile WEBPORTAL AND WEBAPP  
USER LICENSE AGREEMENT  
DIGITAL SERVICE PLAN**

Rel. 1.3

**PLEASE READ THIS DOTMobile WEB PORTAL USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCEPTING THE AGREEMENT AND PLACING THE ORDER.**

**BY PLACING THE ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN PARTS (1)-(20) OF THIS AGREEMENT.**

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

**1. Definitions.**

1.1 "User" refers to the authorized user registering via [www.dotmobileshop.com](http://www.dotmobileshop.com) to access and use DOTMobile Web Portal and who has purchased Digital Service Plans 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](http://www.dotmobileshop.com), specially designed for GPS asset tracking.

1.3 "BlackBox" 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.

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

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

**2. Scope of this Agreement.**

This agreement is valid for DOTMobile Web Portal and DOTMobile Digital Service Plans ("SERVICES") to track, trace, control and monitor BlackBoxes, Watches and other devices or accessories as defined in [www.dotmobileshop.com](http://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 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. The User acknowledges that Dotando or its licensor shall have no liability for your usage of the Portal 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](http://www.dotmobileshop.com), and/or [www.dotmobile.eu](http://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](http://www.dotando.com).

30 text messages alerts monthly are included per User. Overage will be invoiced separately.

The User agrees that do not acquire under this agreement any license to use the DOTMobile Web Portal specified in the order in excess of the scope and/or duration of the services. Upon the end of this agreement or the services thereunder, 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

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.

Dotando or its licensors' reserves the right to unilaterally modify the above-mentioned Web Portal 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 will function in substantial accordance with the description and features specified on [www.dotmobileshop.com](http://www.dotmobileshop.com) or [www.dotmobile.eu](http://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 warranty 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 Services fee for the period in which the Web Portal 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.**

This agreement starts from when the Account Credential are issued and will last for a term of 1 year. The Account Credential will be delivered either together with the BlackBox and Devices or via e-mail.

Thereafter, this service shall automatically be renewed every year unless Dotando receives from the User written notice at least 90 days before the day on which the agreement or renewal would expire of its intention not to renew this agreement.

At the end of the services term, all rights to access or use the DOTMobile Web Portal shall end and Dotando will have the right to immediately terminate the services.

The User agrees and acknowledges that Dotando has no obligation to retain User and its users data and that they may be irretrievably deleted after 60 days following the termination of the agreement.

### **7. One-side termination.**

Dotando expressly reserves the right to unilaterally terminate its agreement with the User and rescind this agreement at its discretion and at any time with the sole obligation of giving 1 (one) month written notice, without further obligation and liability due to the User, except in cases of serious breach of contract by the User. In the event of serious breach of contract by the User, such as: a) failing in to perform any obligation under this agreement; b) becoming in bankruptcy or insolvent, Dotando shall have the right to immediately terminate this agreement, without further obligation and liability due to the User.

The user agrees and acknowledges that Dotando has no obligation to retain User and its users data and that they may be irretrievably deleted after 60 days following the termination of the agreement.

### **8. 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.

### **9. 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 agreement.

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.

**10. Digital Service Plan and taxes.**

The User agrees to pay Dotando the Digital Service Plans as per Price List indicated at [www.dotmobileshop.com](http://www.dotmobileshop.com) at the time of the order and following modification. Digital Service Plans does not include Taxes and expenses. All Plans due under the agreement 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 Plan 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](http://www.dotmobileshop.com) giving written notice 30 days before new prices becomes effective. The User hereby undertakes to accept such modifications.

**11. 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 PLANS UNDER THE AGREEMENT), DATA, OR DATA USE. DOTANDO MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS DOTMOBILE WEB PORTAL AGREEMENT 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 PLAN UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH 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 AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

**12. 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 and DOTMobile Digital Service Plans supplied by Dotando to the User.

**13. Notice.**

All notices and other communications pursuant this agreement shall be in writing and shall be deemed given as follows:

- Delivered personally to respectively User's Address indicated in the Order and Dotando Addresses as appearing below.
- Three days after being deposited in the United States mail, postage prepaid to the recipient's address appearing below.
- Sent by Facsimile or by Email at the address of the User's and Dotando's recipient indicated in the Order.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by certified mail return receipt requested, or if the recipient delivers a written confirmation of receipt.

If to Dotando to:	Dotando Inc 13499 Biscayne Blvs. TS1 North Miami, FL 33181 Fax nr +1-305-816-6281 info@dotando.com
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Dotando and User shall each have the right from time to time to change the place. notice is to be given under this paragraph by written notice to the other party.

**14. General Provisions.**

14.1 Complete Agreement.

The User acknowledges that the agreement (including the information which is incorporated into this agreement by written reference included reference to information contained in a URL or referenced policy, is the complete agreement for the Digital Service Plans ordered and that the agreement supersedes all prior or contemporaneous agreements or representations, written or verbal, regarding such services.

14.2 Modifications.

The agreement may not be modified and the rights and restrictions may not be altered or waived except in writing by authorized representatives of the User and of Dotando.

#### 14.3 Applicable law.

This Agreement 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 agreement.

#### 14.4 No Agency.

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. We each will be responsible for paying our own employees, including employment related taxes and insurance.

#### 14.5 Third Parties rights.

The User shall obtain at your sole expense any rights and consents from third parties necessary for Dotando or its licensor and its subcontractors to perform the services under the agreement, if required.

#### 14.6 Audit use of the services.

Dotando or its licensor may audit your use of the services. The User agrees to cooperate with Dotando or its licensor audit and provides reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations.

#### 14.7 Exceptions.

Except for actions for nonpayment or breach of Dotando or its licensor proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.

### **15. Severability.**

If any provision of these Agreement 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.

### **16. Counterparts.**

This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, will be deemed to be an original, but all of which counterparts, taken together, will constitute the same instrument.

### **17. 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 and Digital Service Plan renewal) 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.

### **18. User Data.**

In performing the services, Dotando will comply with the Dotando Privacy Policy. The policy referenced at [www.dotando.com](http://www.dotando.com) or [www.dotmobileshop.com](http://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 fees for the Digital Service Plans have been paid.

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, 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.

**19. Statistical Information.**

Dotando or its licensors may compile statistical information related to the performance of the DOTMobile Web Portal 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.

**20. 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.