

DOTMobile Software Services and Products TERMS and CONDITIONS of SALE Rel. 1.3

1. Applicability

1.1 Acceptance

Any purchase of Dotando Inc services and products as defined in the Price List, in the DOTMobile Shop Online, in the DOTMobile WebPortal and following modifications shall be governed solely by these Terms and Conditions of Sale ("Conditions of Sale") and any other written provisions mutually agreed upon.

Dotando Inc does not accept, and hereby expressly objects to and rejects, any terms contained in any purchase order or other document issued by Buyer that are different from, conflict with, modify and/or add to these Terms and Conditions of Sale. No modification or addition to these Terms and Conditions of Sale shall be effective unless agreed to in writing and signed by an authorized representative of Buyer and Dotando Inc. Any verbal understanding are expressly excluded. Dotando Inc shall not be deemed to have waived these Terms and Conditions of Sale if it fails to object to any additional or conflicting provisions appearing on, incorporated by reference in, or attached to Buyer purchase order form. Dotando Inc catalogs, brochures, literatures and price lists do not constitute an offer. Dotando Inc reserves the right to reject or refuse any Order submitted for its acceptance directly to Dotando Inc, or via DOTMobile Shop Online, or via DOTMobile WebPortal. Unless otherwise agreed in writing by an authorized representative of Dotando Inc, or indicated at DOTMobile ShopOnline, or via DOTMobile WebPortal, no other special offer or special marketing programs (eg. volume rebate, coop, etc.) are offered with these Terms Conditions of Sale.

1.2 Entire Understanding

Except for (i) any payment terms agreements signed by Dotando Inc per Section 5, and/or (ii) any addendum or separate agreement signed by an authorized representative of Buyer and Dotando Inc that specifically amends or overrides these Terms and Conditions of Sale, these Terms and Conditions of Sale shall constitute the entire understanding and agreement between Buyer and Dotando Inc.

2. Delivery

2.1 First order

- DOTMobile SaaS: normally within 30 days from order acceptance and payment received by Dotando Inc, reception of DOTMobile SaaS (Software as a Service) AGREEMENT signed by the Business Partner, and eventually reception of Brand in JPG or PNG format and color reference for personalized front-end if required.

- DOTMobile Pack: normally within 5 days from order acceptance and payment received by Dotando Inc.

- DOTMobile Digital Service Credits, Plans, BlackBox, PortableBox, Watch and other devices or accessories: normally within 30 days from order placed at DOTMobile Shop Online, or at DOTMobile WebPortal or from order acceptance and payment received by Dotando Inc.

2.1 Renewal and Recharge

Renewal: automatic as specified at par. 6.

- DOTMobile Digital Service Credits Recharge: normally within 5 days from order acceptance and payment received by Dotando Inc. as per condition specified at par. 6.

Any delivery date shown in any document or in DOTMobile Shop Online, or in DOTMobile WebPortal (including an Order) is indicative and shall not constitute guarantee of delivery at any particular date, delay of the indicative delivery date is not considered a reason of breach of signed Agreements, Contracts or Orders.

2.2 Terms

Delivery shall be D.A.P. at Buyer place of destination.

2.3 Freight

Transportation costs at Buyer charge unless otherwise agreed in writing by an authorized representative of Dotando Inc, or indicated at DOTMobile ShopOnline, or at DOTMobile WebPortal.

2.4 Title; Risk of Loss

Title and risk of loss shall pass to Buyer upon delivery of the products by Dotando Inc to the Buyer place of destination, unless as otherwise agreed upon in writing by Dotando Inc.

3. Inspection and Acceptance

The Buyer shall inspect and accept or reject products delivered pursuant to an Order immediately after Buyer takes custody of such products. In the event the products do not comply with any applicable Dotando Inc specifications, the Buyer shall promptly notify Dotando Inc of such noncompliance, along with the reason for such noncompliance, and give Dotando Inc a reasonable opportunity to correct any such noncompliance. The Buyer shall be deemed to have accepted any products delivered hereunder and to have waived any such noncompliance in the event Dotando Inc does not receive written notification of noncompliance within fourteen (14) days after the Buyer takes custody of the products delivered hereunder.

4. Software Services or Products Changes

Dotando Inc at all times reserves the right in its sole discretion, without consent of Buyer, to make changes, additions or improvements to the Software Services and products ordered or to discontinue any Software Services and products.

5. Price and Payment

5.1 Prices

Prices are stated in United States dollars and payment shall be made in United States currency. Unless other payment terms are previously agreed in writing by Dotando Inc.

Dotando Inc reserves the right to unilaterally modify prices giving written notice 30 days before new prices becomes effective.

Product shall be sold to Buyer at the prices quoted to Buyer upon acceptance of each Order or Order received via DOTMobile Shop On-line or via DOTMobile WebPortal.

5.2 Payment

Software Services (first order) and Products ordered: Buyer shall make full payment in advance or via DOTMobile Shop Online.

Software Services Plan and Plan TW renewal

Yearly billing: 30 days prior to expiring date, Net 15 after invoice date.

Monthly billing: automatically billed to Buyer's credit card on the day when the Account Credential is delivered. The Buyer is required to maintain and enter valid credit card information into the system through the DOTMobile WebPortal.

Software Service Credit Recharge: full payment in advance via DOTMobile WebPortal.

In case of late or failure in payments, Dotando Inc reserves the right to limit and eventually terminate the Services, and may, in addition to all other remedies provided by law, either: (1) declare Buyer's performance in breach and terminate an Order for default; (2) repossess the goods for which payment has not been made; (3) withhold future shipments under an Order until delinquent payments are made; (4) deliver future software service renewal on a cash in advance basis even after the delinquency is cured; (5) charge interest on the delinquency at the rate of 1½% per month, equal to 18% per annum or at the maximum rate permitted by applicable law if lower, for each month or part thereof of delinquency in payment plus applicable storage charges, or inventory carrying charges; or (6) recover all costs of collection including reasonable attorney's fees; (7) in case of monthly billing, charge the Buyer for the remaining months; and (8) at Dotando Inc option, combine any of the above rights and remedies as provided by law.

6. Service start and renewal terms.

6.1 DOTMobile SaaS and Packs.

DOTMobile SaaS (Software as a Service) and DOTMobile Packs services starts from the Activation Date and will last for a term of 1 year. 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.

Thereafter the services will be considered automatically renewed after payment received as per payment terms.

6.2 DOTMobile Service Plans.

DOTMobile Digital Service Plans starts from the Activation Date and will last for a term of 1 year. 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.

Activation Date will be received either together with the release of the DOTMobile SaaS or via e-mail. Thereafter the services will be considered automatically renewed after payment received, as per payment terms.

6.3 DOTMobile Service Credits.

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 Buyer on DOTMobile Web Portal.

Buyer 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. After that period all remaining Credits will be voided.

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 Buyer to the assets.

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 Buyer's account and related data and that they may be irretrievably deleted.

7. Creditworthiness

Dotando Inc reserves the right to perform a review of Buyer's creditworthiness either before or after an Order is received. Dotando Inc shall not be obligated to accept or honour an Order if Buyer creditworthiness is deemed unsatisfactory to Dotando Inc, in Dotando Inc sole discretion.

8. Taxes

Buyer shall be responsible for, and shall pay, any tax (sales, excise, use, etc.) and any burden of import that maybe applicable to the products. Accordingly, Dotando Inc reserves the right to revise its prices to include any and all taxes or duties that may become due hereunder. Dotando Inc may invoice the Buyer after the execution of an Order between the parties for said additional amount. This clause shall survive the acceptance and complete performance of an Order by the parties herein.

9. Offsets

Any credits, allowances or other amounts payable or creditable by Dotando Inc to the Buyer shall be subject to offset for any claims or other amounts owed by the Buyer to Dotando Inc.

10. 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 Service 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 Inc 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 Inc from being able to supply products to all its customers, Dotando Inc shall be entitled to allocate its available supply of products among its customers in such proportions as Dotando Inc, 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.

11. Warranties

11.1 Limited Warranty

All Dotando Inc products are warranted to be free from defects in materials or workmanship for the warranty period stated by laws.

All Dotando Inc Software Service (DOTMobile SaaS, DOTMobile Digital Service Plans...) are warranted as indicated in the "DOTMobile SaaS (Software as a Service) Agreement" and "DOTMobile Partner Agreement".

11.2 TimeLess Warranty

Some Dotando Inc Products and Services with the TimeLess Warranty associated to them offer an extended warranty to the Limited one as per Section 11.1. The TimeLess Warranty stays valid for the entire duration of the Digital Service Plan.

11.3 Exclusions

The limited warranty set forth in this Section 11 shall be void with respect to products that have been: (1) altered by Buyer or a third-party; (2) repaired by someone other than a Dotando Inc authorized technicians; (3) subjected to misuse, abuse, neglect or accident; (4) damaged by improper installation or application; (5) or when defects is due to components affected by normal wear, such as batteries.

11.4 Limitation of Remedies

Within the warranty period, Dotando Inc will at its sole option replace any products that fail in normal use. Such replacement will be made at no charge to the customer for parts, provided that the customer shall be responsible for any transportation and installation cost. Dotando Inc retains the exclusive right to replace the product or offer a

full refund of the purchase price at its sole discretion. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

11.5 Exclusive Warranty

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

12. Limitation of Liability

In no event Dotando Inc shall be liable for any indirect, incidental, special punitive, or consequential damages, or any loss of revenue or profits, data or data use.

Dotando Inc maximum liability for any damages arising out, or related, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product or services rendered covered by or furnished under an Order, whether in contract or otherwise, shall in no case exceed the price allocable to the product that gives rise to the claim, or in case of software services shall in no event exceed, in the aggregate, the total amounts actually paid to Dotando Inc for the services under the order that is subject of the claim in the twelve (12) month period immediately preceding the event giving rise to such claim.

13. Trademarks

All products and services sold are either Dotando Inc or Dotando Inc partner's trademarks. Buyer shall not remove, conceal or alter any such trademarks. Buyer acknowledges and agrees that these Conditions of Sale give Buyer no rights in Dotando Inc trademarks, except that Dotando Inc grants Buyer a limited, non-exclusive license during the term of Buyer's purchasing relationship with Dotando Inc to reproduce Dotando Inc trademarks in advertisements and other promotional materials relating to the products in accordance with such standards for use of its trademarks as may be established from time to time by Dotando Inc. Such license shall expire immediately upon the expiration or termination of Buyer's purchasing relationship with Dotando Inc. All goodwill arising from Buyer's use of Dotando Inc trademarks shall inure solely to the benefit of Dotando Inc. All advertisements and other promotional materials using Dotando Inc trademarks prepared by Buyer shall include an appropriate notice indicating that such trademarks are the property of Dotando Inc. Buyer shall not use Dotando Inc trademarks or name as part of its corporate or business name, provided that Buyer may identify itself as a Business Partner of Dotando Inc.

14. Indemnification

Buyer shall indemnify, defend and hold harmless Dotando Inc, 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 any software services and products supplied by Dotando Inc to Buyer or eventually by Buyer to its customer.

15. Export

Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. or Local Governments, and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services and technical data delivered under an Order. Dotando Inc shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following U.S. or Local Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. or Local export laws and regulations, after the date of an Order, that limits or has a material adverse effect on the cost of Dotando Inc performance of an Order.

16. Assignment

Neither party shall assign an Order or any portion thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld. The non-assigning party shall not have any obligation to an assignee of the assigning party unless such consent is obtained.

17. Waiver

Failure by Dotando Inc to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. Such waiver will arise only from an express written waiver signed by a duly authorized Dotando Inc representative. No waiver of any right shall extend to or affect any other right Dotando Inc may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

18. Severability

If any provision of these Conditions of Sale 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.

19. Applicable Law

The purchase-sale relationship between Buyer and Dotando Inc shall be governed by the laws of the State of Florida, Buyer and Dotando Inc 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 Order.