

License agreement for AKOnet Edge devices access to Akonet.Cloud (AKO-355xy): Contractual Terms and Conditions

Warning

If you are not the legal User of the entity in whose name you access the services of the Akonet.Cloud Platform, or do not have the legal authority to represent it in a binding manner, you must refrain from continuing with the Account Registration Process.

AKO ELECTROMECAÁNICA, S.A.L., reserves the right to verify the identity of the Registered User by checking the data supplied during the registration process and will proceed to remove any User Account from the system if it's determined to be false or inappropriate, abusive or offensive.

Please read carefully these Terms of Service, as they represent the terms which govern the use of AKO Electromecánica, S.A.L. Akonet.Cloud Platform and all related services. If you do not accept these Terms and Conditions of Service in their entirety, you must refrain from completing any registration procedure and you will not be, therefore, entitled to use the Akonet.Cloud Platform or any of its related services.

Akonet.Cloud License

This License Terms & Conditions agreement is a legal contract between the User, whether a natural or a legal person, and AKO Electromecánica, S.A.L., regarding the use and access to the Akonet.Cloud system of Online data monitoring. The AKO monitoring systems are designed for data transmission from AKO compatible devices to the Cloud (Akonet.Cloud platform). Both, the configuration and the monitoring of the data, will be executed through the Cloud itself.

To be able to use the monitoring services provided by AKO Electromecánica, S.A.L., the Registered User must be in possession of the right granted by an active License that is up to date in accordance with expiration, terms of renewal thereof and that complies with all the General Conditions of Use established herein.

Definitions

AKO: Service provider company name.

Akonet Edge: AKO parameterization equipment.

Akonet.Cloud: Internet platform where the AKO application is hosted and the services related to this contract are offered.

APN: Name of the access point to the Internet network.

Expiration of the License: Date on which the License contracted with AKO expires.

User Account: The Registered User's personal space within the platform consisting of User name, password and all the information provided by the client.

Device: Parametric measurement device created and marketed by AKO Electromecánica, S.A.L.

Device Activation: Activation of the device.

AKO compatible device: Parametric measurement device compatible with the Akonet.Cloud platform.

Akonet.Cloud License: License that grants legal permissions to use the Akonet.Cloud platform within the limits agreed in the General Conditions of Use and Contracting.

User's Manual: Guide for the installation and use of the AKO devices, as well as the configuration of the User Account in Akonet.Cloud.

Renewal of the License: Action of renewal of the legal authorization to use the Akonet.Cloud services.

Akonet.Cloud Services: A set of cloud services offered by AKO Electromecánica, S.A.L.

Support Akonet.Cloud (Akonet Support): Technical support offered by AKO Electromecánica, S.A.L. directed to resolve incidents experienced by Registered Users.

Administrator owner of the Account: Internet User over 18 years of age who has accepted the present Terms & Contract Conditions and that will therefore be held responsible for any action taken or enabled by him on the Akonet.Cloud Platform or by any additional Registered User to whom he has granted access permission.

Holder of the License: Person who has temporarily acquired the right to exploit AKO systems within the limits set by the Terms & Conditions contract subscribed and who is responsible for all actions and consequences thereof that occur on their behalf and/or on behalf of additional Registered Users that have been granted with access permission.

Registered User: Internet User that is over 18 years of age and has accepted our Terms of Service and has attached his or her data in order to access an Akonet.Cloud Account.

User's effective submission to the license terms & conditions

This Akonet.Cloud License belongs to the person, whether physical or legal, who subscribes to it personally. All the services offered by AKO Electromecánica, S.A.L. are addressed exclusively to the holders thereof.

The holder of the License is the only person legally entitled to initiate or to perform any contractual liability action against AKO Electromecánica, S.A.L., regarding Akonet Edge and Akonet.Cloud monitoring services.

AKO will only respond to License holders and, under no circumstances, third parties related to the Licensee, either contractually or extra contractually, will be able to take any action against AKO. Nevertheless, the holder of such License is entitled to grant additional Users access through registration to the system interface, always duly accredited following the registration protocol that appears in the User's manual.

The License holder accepts and understands that any access, registration, activation of services, modification of profiles regarding the Akonet.Cloud and all other actions performed by Registered Users that could cause loss of information, system deconfiguration, subscription of additional services, modification of fees, cancellation of the Account and any damage to the Akonet.Cloud Platform, will be liable to the License Holder who waives any action against AKO Electromecánica, S.A.L., with the aim to countervail any eventual liability supported. All Registered Users must comply with the General conditions of Use and Legal Terms regarding this License Agreement.

Registered Users who access the Akonet.Cloud Services through the use of the primary Account owned by the Licensee, understand and accept that their access to the system is limited and may be restricted or cancelled at any time, for any reason and without prior notice.

Access to the akonet.cloud services

The use and access of the Akonet.Cloud services linked to an Akonet Edge device by the License holder or any additional Registered User, will only be possible through the authorized Akonet.Cloud Account once the License activation procedure has been fully completed.

The use and access of the Akonet.Cloud services are conditioned to the fact that the Registered User complies with all the Terms and Conditions of Use of Services required by AKO electromecánica, S.A.L.

AKO Electromecánica, S.A.L. will provide access to the information from the Akonet Edge devices, hosted on the Akonet.Cloud servers during the period regarding the validity of the License contracted at the time of acquisition.

Activation of the akonet.cloud license

The acquired AKO License will be activated automatically upon successful completion of the relevant registration process of the Akonet Edge Device and always after full completion of the required parameters.

The AKO License can be activated by entering the appropriate validation code, serial number / ID displayed on the Akonet Edge devices, following the instructions attached to them. The AKO License can be activated by the License holder or by a third party acting on his or her behalf. The License will be linked to the Akonet.Cloud Account owned by the AKO License holder. After the activation of the AKO License, the owner and the additional Registered Users with access to the Akonet.Cloud Account related to such License, will be able to access the services offered by AKO through their Akonet.Cloud profiles. The access to the services will be subject to the privileges that the User has had granted by the administrator(s) that manage the Akonet.Cloud service of the License holder.

Scope, term and validity of the akonet.cloud license

All the Terms and Conditions regarding the AKO License subscribed between AKO Electromecánica, S.A.L. and the holder, bind the parties by virtue of what is established in this agreement and in the General Conditions regarding any linked services and their use in whatever does not oppose or contradicts this contract.

During the subscription period of the License contracted, any service offered by AKO Electromecánica, S.A.L., will be subject to the Terms and Conditions described herein.

All the services offered by AKO Electromecánica, S.A.L., are designed with the purpose to parameterize, monitor, record, process, store, view and retrieve collected data related to compatible AKO devices through the Akonet Edge controlled by the License holder.

It's strictly forbidden to use the services offered by AKO Electromecánica, S.A.L., through the corresponding License with the purpose of distribution, sale, resale, rental, License or sublicense, marketing or to grant availability to third parties. Neither the access nor the use of the services offered by AKO are permitted to third parties without express authorization from AKO Electromecánica, S.A.L. if they do not own a License, with the exception regarding cases where such access or use is necessary as part of the installation service process of the device, its repair or maintenance.

The reproduction, plagiarism, duplication, copying or commercial exploitation of all or part of any of the AKO systems as well as the services offered on the Akonet.Cloud Platform and all the corresponding Licenses are strictly forbidden.

It's also strictly forbidden to use, encourage use, instruct in the use or allow the use of any element of the AKO systems and any services offered by AKO Electromecánica, S.A.L. for the commission of any type of criminal, improper, illegal, harmful or offensive activity. Failure by the owner of the AKO License and/or by any additional authorized user to follow the above dispositions, may result in immediate suspension and/or immediate termination of the active License, notwithstanding to start legal prosecution.

The License holder will be made liable for the compliance, and for enforcing all additional Users of the AKO system with the privilege of access, to comply with all the minimum system requirements and to acquire, install, configure and maintain any hardware, software and updates needed in addition to any computer patch or similar element that may be necessary to access and utilize the Akonet.Cloud Services correctly.

AKO Electromecánica, S.A.L., reserves the right to change, modify or interrupt at any time and without prior notice, functionality, features, design or content regarding the services offered without affecting the basic structure or harming the legitimate use of the system. AKO Electromecánica, S.A.L., reserves the right to notify Users of such changes optionally by email before its effective implementation.

The activation of the AKO License after the acquisition of the original Akonet Edge Device and the payment related to such License, will allow the holder to access and use the Akonet.Cloud services, and will lead to the beginning of the subscription period. Any use beyond the initial subscription period will be subject to License renewal under the conditions specified herein. Once the initial subscription period has expired, if it has not been established in particular conditions in another way, the automatic renewal of the License will proceed.

The License acquired by the holder will be effective as from the date of activation of the Akonet Edge Device. If the License holder does not contract the automatic renewal of the License once expired, or doesn't complete the payment of such renewal in accordance with the conditions described herein, that License will cease to be effective as of the expiration date. It could happen that, in despite of not renewing or not paying the renewal fee, the Akonet.Cloud services may continue available after the expiration during a brief discretionary grace period granted by AKO Electromecánica, S.A.L. In no case shall this grace period be taken as an extension of the expiration date and in no case will it postpone the initial date of the next renewal period.

The expiration of the License after the first activation period will occur on the date established at the time of acquisition and will be duly indicated on each Akonet Edge Device. The following renewal periods will also have a set duration depending on the Akonet Edge Device/devices and will be available to view from the Akonet.Cloud administrator's Account.

In the absence of a valid renewal for the Akonet.Cloud License, such License will expire on the expiration date and the License holder will lose the right to use and access the services provided by the Akonet.Cloud Platform. Under no circumstance will this clause be regarded as void or affected by any temporary availability of the Akonet.Cloud services that may occur during the discretionary grace period mentioned previously.

AKO Electromecánica, S.A.L. reserves the right to stop offering the Akonet.Cloud service to the general public or to a specific target, either related to a random geographical area or to a specific Akonet.Cloud License holder. In such an event, AKO Electromecánica, S.A.L. will proceed to notify all the Users who may be affected before the expiration date of their Akonet.Cloud License. Once expired, it will no longer be renewable.

Unless otherwise notified to the User, when the Akonet.Cloud License expires, or is cancelled or suspended, in accordance with the Terms of Service agreement, the License holder and any additional Registered Users, will have the data flow between the Akonet Edge devices and the Akonet.Cloud Account suspended.

Notwithstanding any provision to the opposite contained in this agreement, all rights of the Akonet.Cloud License holder to access and use the Akonet services, will be subject to full payment of renewal fees and to all the other additional charges that may be owed to AKO Electromecánica, S.A.L. If such payments are not made, either in whole or in part, on the established due date, AKO reserves the right to immediately suspend the services offered to the Akonet.Cloud License holder.

billing and payment

The access fee for the initial subscription period is included in the purchase of the Akonet Edge Device and the corresponding payment entitles the Akonet.Cloud License holder to exploit the License acquired until the expiration of the initial subscription period.

The renewal fee payable for each subscription and any additional charges that may arise from possible new functions and / or any other improvements or additions to the Akonet.Cloud License package, will be established before the renewal period. Unless stated otherwise, it will be paid in advance within the first day of each renewed subscription period, using one of the payment methods allowed by the renewal form through the Akonet.Cloud platform. Unless otherwise agreed, the renewal will proceed automatically, and the default periods will be of two years.

All amounts payable under or in connection with the Akonet.Cloud License will be detailed excluding all taxes, levies and fees and will always be settled in full, regardless of any counterclaim of compensation or any other claim or right that the License holder may have.

The access fee and the renewal fee (whether included in a prepaid plan) will not be refundable and must also be paid in the event of early termination or suspension of the Akonet.Cloud License in accordance to this agreement.

The License holder is responsible for the payment of all costs or expenses incurred as a result of downloading and using any of the AKO applications, including any operator or roaming charges.

Copyright and user obligations

The License holder acknowledges and accepts that AKO Electromecánica, S.A.L. and / or its Licensees own all the intellectual property rights contained in all the existing or available services. Except for whatever is expressly stated in this document, the purchase of a License does not grant the holder any rights over patents, copyright, databases, trade secrets and confidential information, trade names, trademarks (whether Registered or unregistered), source codes or any other right or License relating to AKO Electromecánica, S.A.L.

All logos, graphics, photographs, animations, videos and texts that appear in the Akonet.Cloud Platform, as well as all those elements necessary for the operation of it - architecture, design, code pages, CSS pages and any other element – must not be reproduced, used or represented by any means or any technical way, without AKO's express authorization. By acting otherwise, appropriate legal actions will be taken.

The License holder's right of use granted by AKO is strictly limited to their private and personal scope within the framework of the subscribed contract and only throughout the validity of the License. Any other use is strictly prohibited without the corresponding authorization of the owner of the rights.

AKO, as well as all other trademarks, graphics and logos, are trademarks or Registered trademarks that belong to AKO Electromecánica, S.A.L. The License holder and all Registered Users will not have any right or License over these brands.

Service level commitment

AKO Electromecánica, S.A.L. undertakes to offer a service executed with reasonable skill in accordance with, and in proportion to, standard industry practice.

AKO Electromecánica, S.A.L., does not guarantee that:

- The use of the service by the customer will be uninterrupted or free of errors;
- That the service and / or the information obtained by the client through the service will meet customer expectation;
- That the use of Akonet.Cloud will prevent or detect or save from any possible harmful consequences for the client always and without fail.
- AKO Electromecánica, S.A.L. is not responsible for the connectivity problems derived from the services contracted by the client with third parties.

AKO Electromecánica, S.A.L. is not responsible for possible delays, fails in delivery or any other loss of information or damage resulting from data transfer through networks and communication facilities, including the Internet. The client acknowledges, understands and accepts that the Service may be subject to limitations, delays and other problems inherent in the use of such means of communication.

This License agreement does not exclude the right for AKO Electromecánica, S.A.L. to subscribe similar agreements with third parties for the development, use, sale or for the granting of related Licenses, either of similar products or services, after the acceptance of this agreement.

Liability limits and exemptions

The services offered through the subscription of the Akonet.Cloud License, are designed to provide the License holder with a resource saving solution offered by AKO Electromecánica S.A.L. using the Cloud. AKO provides the User with unique technology, including software and applications as well as additional resources and services granted by external entities (like online

infrastructure service providers and integrated connectivity service providers for the data transmission from the AKO Device to the Platform in the Cloud).

The License holder will keep the system damage free and will be made liable against all costs arising from claims, legal actions & procedures, losses, damage, expenses and other type of costs (including, amongst others, judicial costs and reasonable legal fees) regarding the use or misuse of the services by the License holder or by any additional Registered User related thereto.

Insofar as the structure and the technology limits behind the services offered by Akonet.Cloud allow, the Company will develop all reasonable efforts to guarantee the continuity, reliability and security of the purveyance of the Akonet.Cloud services according to their technical specifications and in a consistent manner with the ordinary needs of legally permitted use.

However, what is contained in this License agreement should not be interpreted as a positive manifestation of AKO Electromecánica, S.A.L. in favor of the infallibility of the Akonet.Cloud services. The License holder understands and accepts that such services may offer failure, it is not guaranteed that they will be uninterrupted or error-free, nor that the risk of data loss, corruption, violation or unauthorized dissemination will be avoided and / or guaranteed. Therefore, the use of the Akonet.Cloud services does not grant the right to the Akonet.Cloud License holder or to any other person subject to the responsibility of AKO Electromecánica, S.A.L. to disregard their own responsibility for the development and implementation of any appropriate procedure and / or security measure, or for the exemption from liability for the application of an adequate strategy to guarantee risk reduction (including the creation and maintenance of an internal back up for the User content and / or configuration of periodic reports of the Akonet system to store them independently saving the important or legally relevant data stored in the Cloud through the Akonet.Cloud services).

For the case when the License holder is not satisfied with the Akonet.Cloud services due to possible faults in the design, material or manufacture of the Akonet Edge Device, the warranty period is of two years starting from the date the effective subscription of the License or until the expiry date specified by the vendor at the time the Akonet Edge Device was purchased. Regardless of the duration of the initial subscription period or any subsequent renewal periods of the Akonet.Cloud License, under no circumstance will the guarantee for fault and / or malfunction or other problems related to the Akonet Edge device, extend the License expiration term established on the initial subscription date.

In the event of a duly formulated claim, AKO Electromecánica, S.A.L. will implement all reasonable measures to correct any fault or malfunction of the device or service as soon as it's technically possible, providing that AKO Electromecánica, S.A.L. should address such claim by legal obligation.

This warranty does not apply in the case of improper installation, misconfiguration or improper use or handling of the device. Neither it will apply in the cases in which the Akonet.Cloud services have not been accessed following the processes indicated in the User's Manual or by ignoring the instructions provided by the technical service of AKO Electromecánica, S.A.L.

The Company will not respond against errors caused by instability, incompatibility or misuse of any hardware element, software or network or by any other service that is not included in the AKO Device assembly kits. This applies to any controller, compatible or additional device that is used for data transmission with the Akonet.CloudAccount.

AKO Electromecánica, S.A.L. will not be made liable in any case for the damage or data loss caused by electrical power cuts, voltage surges or network errors.

The holder of the Akonet.Cloud License will be made liable for the payment due to AKO Electromecánica, S.A.L., regarding any problem caused by unauthorized use of the Platform or in the event of the commission of negligent activities or omissions related to AKO's services by the License holder or by any other User of that specific Akonet.Cloud Account.

Registered user's liability

The holder of the Akonet.Cloud License will countervail AKO Electromecánica, S.A.L. if necessary and will ensure that the Company, as well as all other companies related to AKO: affiliates, employees, agents, distributors, suppliers, contractors, assignees and successors are kept unscattered. The License holder will bear all the costs regarding any claim made for losses, liabilities, damages, including all fees, expenses and costs (and those include attorney fees and court costs) in connection with the Akonet.Cloud License as for the Account of any additional Registered User who accesses the services of the Akonet.Cloud in breach of the Terms of Service.

The dispositions of this document shall apply without prejudice for the application of any other legal right that the indemnified party may have in accordance with the law.

Confidentiality agreements, data protection commitment

The Akonet.Cloud Registered User grants express consent for the use and storage of personal information and other data in compliance with the spanish and the European Union's regulations, (EU) 2016/679, as well as with Ako's Privacy Policies available on the Company's website by means of the acceptance of this License Agreement.

The License holder gives express consent to AKO Electromecánica, S.A.L. for all data collection that the Company's systems may perform (this data collection consent is referred to non-personal information, such as parameters relating to time, temperature, humidity, connection, data transmission speed, alarm notifications, etc.), extract, compile, analyse, synthesize and use. This permission is granted to deal with all data generated in the technical and non-personal context of the use of AKO technology systems and the services offered through the Akonet.Cloud Platform. All the data collected will be used by the Company for legitimate commercial purposes without prior notification to the License holder. This data usage may include the creation of statistics to improve the services offered or to develop new products. The License holder's anonymity, as well as for the anonymity of any additional data generating user, will always be preserved.

Resolution of particular conditions

Without prejudice to any right to terminate the Akonet.Cloud License in accordance with the general Terms of Service and the applicable law, the Akonet.Cloud License may be canceled by AKO Electromecánica, S.A.L. at any time by simply notifying the License holder whenever breaching of the Terms & Conditions may have occurred or the access or use of the service may have been fraudulent, abusive, illegal or may have generated liability expenses to AKO Electromecánica, S.A.L. or to any of its affiliates or related companies or to its business partners, or may adversely affect the ability of any other party to access and to use the services of the Akonet.Cloud Platform or make such access or usage unsafe.

If any of the above-mentioned circumstances occur or are likely to occur, AKO Electromecánica, S.A.L. reserves the right, at its own discretion and without prejudice of License termination, to suspend the right of access and / or usage of all or part of the services of the Akonet.Cloud Platform for as long as necessary, in order to evaluate the situation and determine the appropriate solution. In any case, such suspension will imply an extension of the term of subscription beyond its expiration date.

Any infringement of the rights of usage, image, intellectual property, or misuse, fraudulent use, or activity that could result in damage or harm to the Company, may be a cause for License termination without prejudice to the right to initiate whichever legal action is required in this regard.

Competent jurisdiction

The terms of the License and all the General Conditions of Use and Contracting related to any matter that may affect AKO Electromecánica, S.A.L., and all its services and infrastructure will be solved by exclusive application of the Spanish laws and will be subject to Spanish jurisdiction and specifically to the jurisdiction of the Courts of Barcelona.

AKO ELECTROMECÁNICA, S.A.L.
Avda. Roquetes, 30-38
08812 • Sant Pere de Ribes.
Barcelona • Spain.

Tel.: +34 902 333 145
Fax: +34 938 934 054
www.ako.com

We reserve the right to supply materials that might vary slightly to those described in our Technical Sheets. Updated information is available on our website.