

End-User License Agreement (EULA)

Between The Things Industries and Customer
- version May 6th, 2020 –

This End-User License Agreement (the “**Agreement**”) is between you and The Things Industries (“**TTI**”). If you are agreeing to this Agreement not as an individual but on behalf of your company, then “**Customer**” or “**you**” means your company, and you are binding your company to this Agreement. TTI may modify this Agreement from time to time, subject to the terms in Section 21 (Changes to this Agreement) below.

1. Scope of the Agreement

This Agreement governs your initial purchase as well as any future purchases made by you that reference this Agreement.

2. Types of TTI Products

This Agreement governs (a) TTI’s commercially available downloadable software products (currently referred to as “Private Cloud”, “Cloud Marketplace”, “On-premises” or “Self-Hosted” deployments) (“**Software License**” or “**Software**”), (b) TTI’s hosted or cloud-based solutions (currently referred to as “Cloud Hosted”, “Dedicated Cloud Hosted” or “SaaS”) (“**Hosted Services**”), and (c) any related Support and Maintenance services (see Section 7) provided by TTI. Software, Hosted Services and Support and Maintenance Services, together with related Documentation, are referred to as “**Products**”. The Products and their permitted use are further described in TTI’s standard documentation (“**Documentation**”). Section 5 (Software Terms) applies specifically to Software Licenses, and Section 6 (Hosted Services Terms) applies specifically to Hosted Services. Unless otherwise specified, other provisions of this Agreement apply to all Products.

3. Orders

3.1 Directly with TTI

TTI’s Product ordering documentation or purchase flow (the “**Order**”) will specify your authorized scope of use of the Products (the “**Scope of Use**”), which may comprise: (a) the Device Bundle (see section 4), (b) the number of licenses, copies or instances (in case of Software Licenses), or (c) billable units other than defined in section 4. The term “Order” may also include applicable Product renewals, or purchases you make to increase your Scope of Use. An Order may be placed via the designated Order Form availed to you by TTI, or online via <https://www.thethingsindustries.com>.

3.2 Reseller Orders

This Agreement applies whether you purchase our Products directly from TTI or through TTI authorized resellers (each, a “**Reseller**”). If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller on behalf of you (“**Reseller Order**”) and Reseller is responsible for the accuracy of any such Order. Resellers are not authorized to make any promises or commitments on TTI’s behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.

3.3 Registration information

Any registration information you provide to us as part of an Order must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts.

3.4 Term

Software and Hosted Services are made commercially available as specified in your Order for an initial term (respectively License Term and Subscription Term, as defined below) and starting date (“**Effective Date**”). Terms will automatically renew for periods equal to your initial term as specified in your Order (“**Renewal Term**”) (and you will be charged at the then-current rates) unless you cancel your subscription or license. If you cancel, your subscription or license will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

3.5 Updates

During the applicable License Term or Subscription Term, the Scope of Use may at all times be extended by resubmitting to TTI your initial Order with the desired extensions (“**Update**”).

4. Billable Units

Scope of Use is defined as ‘the maximum number of Billable Devices allowed on the network at any given moment’, which determines the applicable Device Bundle. Billable Devices are defined as follows:

1. In case of a TTI hosted and managed Join Server, Billable Devices are devices:
 - a. registered in TTI’s Join Server and;
 - b. of which the Join Server received the device’s first join request.
2. In case of an externally hosted Join Server, Billable Devices are devices registered in the Identity Server.

5. Software Terms

5.1 Your License Rights

Subject to the terms and conditions of this Agreement, TTI grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term in accordance with this Agreement, your applicable Scope of Use, and the Documentation. The term of each Software License (“**License Term**”) will be specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is identified as “perpetual” or if no expiration date is specified in your Order. The Software requires a license key in order to operate, which will be delivered as described in Section 8.2 (Delivery).

5.2 Number of Instances

Unless otherwise specified in your Order, for each Software License that you purchase, you may install one production instance of the Software on systems owned or operated by you (or our Reseller so long as you remain responsible for their compliance with the terms and conditions of this Agreement). We may also make available “developer” licenses free of charge for certain of our Software offerings to allow you to deploy non-production instances, such as for staging or QA purposes. Details on how to request non-production licenses are available on request.

5.3 Third Party Code

The Software may include code and libraries licensed to us by third parties, including open source software. Such licenses are an integral part of our Software and do not need to be acquired by Customer separately.

6. Hosted Services Terms

6.1 Access to Hosted Services

Subject to the terms and conditions of this Agreement, TTI grants you a non-exclusive right to access and use the Hosted Services provided for a set term specified in your Order ("**Subscription Term**"), in accordance with this Agreement, your applicable Scope of Use and the Documentation. You acknowledge that our Hosted Services are on-line, subscription-based products and that we may make changes to the Hosted Services from time to time.

6.2 Availability

The Hosted Services will be available as per the details in the Service Level Agreement ("**SLA**" Exhibit A) for each calendar month of the Subscription Term. In the event TTI fails to achieve the Availability requirement in the SLA, TTI will use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event TTI fails to achieve the Availability requirement in three (3) consecutive months during the term of this Agreement, Customer may terminate this Agreement with immediate effect after the third consecutive month, without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. The refund will constitute Customer's sole and exclusive remedy and TTI's sole and exclusive liability for failure to achieve the Availability requirement.

6.3 Your Data

"**Your Data**" means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services. You will retain all right, title and interest in and to Your Data in the form provided to TTI. Subject to the terms of this Agreement, you hereby grant to TTI a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) collect, use, copy, distribute, and otherwise exploit statistical and other aggregated data derived from your use of the Hosted Services ("**Aggregated Data**") for TTI's purposes. These purposes may include product improvements, marketing communication, and trend analyses. Aggregated Data is anonymized and combined with similar data from TTI's other customers and does not include any information identifying Customer or any identifiable individual. The Aggregated Data will not be considered your Confidential Information.

6.4 Security

TTI implements security procedures to help protect Your Data from security attacks. However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our Resellers.

6.5 Data retention Limits

There may be data retention limits associated with a particular Hosted Service. These limits are described in the services descriptions on our websites or in the Documentation for the particular Hosted Service. Data retained by TTI is intended to recover from any disaster in TTI's infrastructure.

Customer is responsible to back up its own data, such as application data and metadata, for data recovery purposes.

6.6 Responsibility for Your Data

6.6.1 General. You ensure that your use of Hosted Services and all Your Data is at all times compliant with all applicable local, state, federal and international laws and regulations (“**Laws**”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to TTI and to grant the rights granted to TTI in this Agreement and (ii) Your Data and its transfer to and use by TTI as authorized by you under this Agreement do not violate any Laws or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 6.4 (Security), TTI assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

6.6.2 Indemnity for Your Data. You will defend, indemnify and hold harmless TTI from and against any loss, cost, liability or damage, including attorneys’ fees, for which TTI becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Hosted Services in breach of this Agreement, infringes the intellectual property rights of a third party or violates applicable law.

6.6.3 Deletion at End of Subscription Term. We may remove or delete Your Data after a reasonable period of minimum 30 days, after the termination of your Subscription Term.

7. Support and Maintenance

TTI will provide the support and maintenance services for the Products as described in the Order, subject to the SLA (exhibit A) (“**Support and Maintenance**”) during the period for which you have paid the applicable fees. The SLA may be modified by TTI from time to time to reflect process improvements or changing practices. TTI commits to continuously improve its Products. Support and Maintenance for Hosted Services includes regular version upgrades (“**Upgrades**”) and made available by TTI when considered ‘production-ready’. TTI is responsible for timely implementation on its servers and availing of the respective Upgrade.

Support and Maintenance for Software includes access to New Releases, if and when available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Software, and New Releases are included in the definition of Software in that case. “**New Releases**” include bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available.

8. Returns and Financial Terms

8.1 Return Policy

As part of our commitment to customer satisfaction, it is our customary business practice to allow customers to return a Product within 30 days of payment for any reason or no reason and to receive a refund of the amount paid for the returned Product. In the context of Software, a return means that we will disable the license key that allowed the Software to operate. In the context of Hosted Services, a return means that we will disable access to the Hosted Service. We will not accept returns after the 30-day return period. You understand that TTI may change this practice in the future in accordance with Section 21 (Changes to this Agreement).

8.2 Delivery

We will deliver the applicable license keys (in the case of Software) or login instructions (in the case of Hosted Services) to the email addresses specified in your Order after providing payment authorization. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of any Software, and you acknowledge that TTI has no further delivery obligation with respect to the Software after delivery of the license keys.

8.3 Payment

You agree to pay all fees in accordance with each Order. Unless otherwise specified in your Order, you will pay all amounts in Euro at the time you place your Order and after receiving its corresponding invoice. Other than as expressly set forth in Section 8.1 (Returns and Financial Terms) and Section 16 (IP Indemnification by TTI), all amounts are non-refundable, non-cancelable and non-creditable. If you update the Scope of Use during your License Term or Subscription Term, we will charge you for any additional number of Device Bundles, Software Licenses, or other billable units (as laid out in section 3.1), pursuant to the then-currently applicable rates in your next billing cycle. You agree that we may bill your credit card or execute direct debit orders for Updates, renewals, and unpaid fees, as applicable. If you purchase any Products through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may terminate your rights to use Products if we do not receive our corresponding payment from the Reseller. TTI may, at its sole discretion, suspend your access to the Products in the event your invoice, whether from TTI or a Reseller, remains unpaid for more than 30 days from the invoice's due date. TTI will provide Customer with notice prior to any suspension of the Services unless prevented from doing so by any Applicable law.

8.4 Price changes

TTI may reasonably change its prices provided that prices may not increase more than 5% per annum under this Agreement. Updated prices will take effect at the start of a calendar year, provided that TTI provides written notice of any price increases at least thirty (30) days prior to the end of the preceding calendar year.

8.5 Taxes

Your payments under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by TTI, you must pay to TTI the amount of such taxes or duties in addition to any fees owed under this Agreement.

9. No-Charge Products

We may offer certain Products to you at no charge, including free accounts, trial use, and access to Beta Versions as defined below ("**No-Charge Products**"). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted for the period designated by us. You may not use No-Charge Products for competitive analysis or similar purposes. We may terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta products we make available ("**Beta Versions**") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. All information regarding the characteristics, features or performance of Beta Versions constitutes TTI's Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support and Maintenance, warranty, and indemnity obligations.

10. Restrictions

Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (c) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (d) remove or obscure any proprietary or other notices contained in any Product, or (e) publicly disseminate information regarding the performance of the Products.

11. Your Development of Add-Ons

11.1 License to Developer Guides

From time to time, TTI may publish SDK's or API's and associated guidelines ("**Developer Guides**") to allow you to develop plugins, extensions, add-ons or other software products or services that interoperate or are integrated with the Products ("**Add-Ons**"). You may distribute your Add-Ons to third parties, but only for those Products permitted by TTI, and only in accordance with the Developer Guides.

11.2 Conditions to Development of Add-Ons

Notwithstanding anything in this Agreement to the contrary, TTI has no support, warranty, indemnification or other obligation or liability with respect to your Add-Ons or their combination, interaction or use with the Products. You shall indemnify, defend and hold us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses out of or in connection with any claim brought against us by a third party relating to your Add-Ons (including but not limited to any representations or warranties you make about your Add-Ons) or your breach of this Section.

12. Ownership and Feedback

Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". TTI and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products (including all No-Charge Products), their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for TTI, including without limitation as they may incorporate Feedback ("**TTI Technology**"). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to TTI, including in the course of receiving Support and Maintenance ("**Feedback**"). TTI may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits TTI's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

13. Confidentiality

Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure.

Any TTI Technology and any performance information relating to the Products shall be deemed Confidential Information of TTI without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product.

14. Term and Termination

This Agreement is in effect for as long as you have a valid License Term or Subscription Term (the “**Term**”), unless sooner terminated as permitted in this Agreement. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate the Agreement before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate this Agreement at any time with notice to TTI, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Software, Hosted Services subscriptions, or Support and Maintenance. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including TTI Confidential Information. You are required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request.

14.1 Effect of termination

Upon termination of this Agreement for any reason, Customer's access to and use of the Services will cease as of the effective date of termination. TTI will make commercially reasonable efforts to allow you to migrate Your Data away from TTI's services. Such effort includes extended access to the Services of minimum 14 days after effective date of termination.

14.2 Survival

The following provisions will survive any termination or expiration of this Agreement: Sections 6.6.2 (Indemnity for Your Data), 8.3 (Payment), 0 (Taxes), 9 (No-Charge Products) (disclaimers and use restrictions only), 10 (Restrictions), 11.2 (Conditions to Development of Add-Ons), 12 (Ownership and Feedback), 13 (Confidentiality), 14 (Term and Termination), 15.2 (Warranty Disclaimer), 15.3 (Limitation of Liability), 17 (Third Party Vendor Products), 20 (Dispute Resolution), and 0 (General Provisions).

15. Warranty and Disclaimer

15.1 Due Authority

Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

15.2 WARRANTY DISCLAIMER

ALL PRODUCTS ARE PROVIDED "AS IS," AND TTI AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TTI SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TTI. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TTI NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

15.3 LIMITATION OF LIABILITY

NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS SECTION 15.3 (LIMITATION OF LIABILITY) SHALL NOT APPLY TO (1) AMOUNTS OWED BY YOU UNDER ANY ORDERS, (2) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, OR (3) YOUR BREACH OF SECTION 10 (RESTRICTIONS). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. The parties agree that the limitations specified in this Section 15.3 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

16. IP Indemnification by TTI

We will defend you against any claim brought against you by a third party alleging that a Product, when used as authorized under this Agreement, infringes a United States or European Union patent or registered copyright (a “**Claim**”), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by TTI (including reasonable attorneys’ fees) arising out of a Claim, provided that we have received from you: (a) prompt written notice of the claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim. If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure a license for your continued use of the Product in accordance with this Agreement; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund, in the case of Software, the license fee paid by you as reduced to reflect a three year straight-line depreciation from the license purchase date, and in the case of a Hosted Service, any prepaid amounts for the terminated portion of the Subscription Term.

TTI’s indemnification obligations above do not apply: (1) if the total aggregate fees received by TTI with respect to your license to Software or subscription to Hosted Services in the 12 month period immediately preceding the claim is less than US\$50,000; (2) if the Product is modified by any party other than TTI, but solely to the extent the alleged infringement is caused by such modification; (3) if the Product is used in combination with any non-TTI product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorized use of Products; (5) to any Claim arising as a result of (y) Your Data (or circumstances covered by your indemnification obligations in Section 6.6.2 (Indemnity for Your Data)) or (z) any third-party deliverables or components contained with the Products; (6) to any unsupported release of the Software; or (7) if you settle or make any admissions with respect to a claim without TTI’s prior written consent. THIS SECTION 16 (IP INDEMNIFICATION BY TTI) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY TTI UNDER THIS AGREEMENT.

17. Third Party Vendor Products

TTI or third parties may from time to time make available to you (e.g., through the Products, through TTI Marketplace, TTI Integrations or otherwise) third-party products or services, including but not limited to add-ons and plugins as well as implementation, customization, training, and other consulting services. If you procure any of these third party products or services, you may do so under a separate agreement (and exchange of data) solely between you and the third party vendor. TTI does not warrant or support non-TTI products or services, whether or not they are designated by TTI as “verified” or otherwise, and disclaims all liability for such products or services.

18. Publicity Rights

We may identify you as a TTI customer in our promotional materials. You may request that we stop doing so by submitting an email to sales@thethingsindustries.com at any time.

19. Improving Our Products

We are always striving to improve our Products. In order to do so, we need to measure, analyze, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our [Privacy Policy](#).

20. Dispute Resolution

20.1 Dispute Resolution; Arbitration

In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator.

20.2 Governing Law

This Agreement will be governed by and construed in accordance with the applicable laws of the Netherlands.

21. Changes to this Agreement

We may update or modify this Agreement from time to time, including any referenced policies and other documents. In case a revision meaningfully reduces your rights, we will notify you minimum 45 days before the revision enters into validity. You will need to notify of us of any objections to the changes within 30 days.

22. General Provisions

Any notice under this Agreement must be given in writing. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. The Products are commercial computer software. The Products were developed fully at private expense. All other use is prohibited. This Agreement is the entire agreement between you and TTI relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party. This Agreement may be accepted in electronic form (e.g., by an electronic or digital signature).

EXHIBIT A – Service Level Agreement

The current SLA can be found under: <https://www.thethingsindustries.com/stack/sla>