

## GLOBALPLATFORM MUD FILE BETA SERVICE TERMS OF SERVICE

These GlobalPlatform MUD File Beta Service Terms of Service (the “**Terms**”) govern Company’s use of the Services (defined below) provided by GlobalPlatform, Inc. (“**GlobalPlatform**”). As used in the Terms herein, “**Company**” means the company or other entity obtaining access to the Services (defined below) by registering on the GlobalPlatform website (the “**Site**”) to access or use the Services and checking the applicable box on the Site to accept these Terms.

1. **Definitions.** The following capitalized terms will have the associated meanings for purposes of the Terms:

1.1 “**Company Data**” means information, data and materials provided to GlobalPlatform in connection with its use of the Services.

1.2 “**Confidential Information**” means information that one party discloses to the other party under the Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is lawfully given to the recipient by a third-party without confidentiality obligations, or becomes public through no fault of the recipient.

1.3 “**Data**” means data derived, aggregated and anonymized by or on behalf of GlobalPlatform from Company’s or its users’ use of the Services.

1.4 “**Intellectual Property Rights**” means all copyrights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

1.5 “**Platform**” means the Services and all related supporting technology, software, code, infrastructure, servers, hardware, tools, functionality, databases, communications and other services necessary to provide the Services.

1.6 “**Policies**” means, collectively, the GlobalPlatform policy and process documents and implementation guidelines, identified on <https://globalplatform.org/iotopia/mud-file-service>, as modified from time to time.

1.7 “**Services**” means the user facing and accessible features and functionality of the GlobalPlatform MUD File Service system made available by GlobalPlatform to users pursuant to these Terms.

2. **Changes to the Services.** GlobalPlatform may modify or terminate the Services at any time and from time to time, at its sole discretion.
3. **No Support.** GlobalPlatform is not obligated to support or maintain the Services or any portion thereof.
4. **The Parties’ Obligations; Prohibited Acts.**

#### 4.1 GlobalPlatform will:

- a. provide the Services, as more fully described at <https://globalplatform.org/iotopia/mud-file-service>;
- b. use reasonable security measures in connection with its provision of Services;

- c. promptly notify Company of any breach of GlobalPlatform security resulting in unauthorized third-party access to Company Data; and
- d. provide the Services in compliance with U.S. laws and regulations.

#### **4.2 Company will:**

- a. use the Services in compliance with these Terms and all applicable Policies (as such Policies may be updated from time to time), and at all times the burden of proof in establishing such compliance remains with Company;
- b. be solely responsible for all use of Services by Company, including the acts and omissions of its employees or agents;
- c. obtain all rights necessary to use, and necessary to permit Company or GlobalPlatform, as the case may be, to use the Company Data under the Terms; and
- d. use the Services in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs.

**4.3 Prohibited Acts.** Company will not, and will not assist or knowingly permit any third-party to do or attempt to do any of the following: (a) copy, modify, alter, reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any part of the Platform or Services; (b) translate or create derivative works based on any part of the Platform or Services; (c) license, sublicense, sell, resell, rent, lease, transfer, lend, assign, distribute, time share, or otherwise commercially exploit or make available to any third party any part of the Platform or Services; (d) access any part of the Platform or Services to develop or build a competitive product or service (e) use or operate the Platform or Services on behalf of a third party; (f) breach, circumvent, bypass, delete or disable any copy protection mechanisms or any security mechanisms of the Platform or Services; (g) alter or remove any copyright or other proprietary notices contained in the Platform or Services; (h) use the Platform or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (i) use the Platform or Services to store or transmit malicious code; (j) interfere with or disrupt the integrity or performance of the Platform or third party data associated therewith; (k) attempt to gain unauthorized access to the Platform, Services, or any related systems or networks or access the Services other than through the interface that is provided by GlobalPlatform for use in accessing the Services; or (l) use the Platform or Services with unauthorized third-party products or services.

Company agrees that it will use and permit its authorized users to use the Platform and Services only as authorized herein, and in accordance with all applicable laws and government regulations, and corresponding documentation provided by GlobalPlatform. Company agrees to take all reasonable precautions to prevent unauthorized or improper use of any part of the Services or Platform by its authorized users, and notify GlobalPlatform promptly of any access or use not in accordance with these Terms.

- 5. Commercial Version.** Although no payments will be due to GlobalPlatform for use of the Services under these Beta Service Terms, GlobalPlatform may at any time terminate these Terms and the Services hereunder, launch a commercial (non-beta) version of the Services, and/or require payment of applicable fees for use of such commercial version and execution of a separate agreement or terms for such use.
- 6. Brand Features.** GlobalPlatform may use Company's name, trade names, trademarks and logos as necessary for GlobalPlatform to provide the Services or for marketing and promotional purposes.

7. **Intellectual Property.** Neither party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other party. All Company Data shall be the sole property of Company.
8. **Confidentiality.** The receiving party will not disclose the Confidential Information of the disclosing party, except to employees or agents of the receiving party who need to know it and who have agreed in writing to keep it confidential. The receiving party will ensure that its employees and agents with access to the disclosing party's Confidential Information use the Confidential Information of the disclosing party only to exercise rights and fulfill obligations under the Terms, and that they keep it confidential. The receiving party may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law. For purposes of these Terms, Data is considered the property and Confidential Information of GlobalPlatform.
9. **Representations and Warranties.** Each party represents and warrants that it has all necessary rights and authority to (i) enter into the Terms, and (ii) perform its obligations hereunder.
10. **Disclaimers.**

THE SERVICES, PLATFORM, OPERATION THEREOF, AND ALL ASSOCIATED INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE USE THEREOF SHALL BE SOLELY AT COMPANY'S OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GLOBALPLATFORM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, PLATFORM, OPERATION THEREOF, AND ALL SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. GLOBALPLATFORM MAKES NO REPRESENTATIONS OR WARRANTY THAT ANY OF THE FOREGOING WILL MEET COMPANY'S REQUIREMENTS, OR THAT COMPANY'S USE THEREOF WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GLOBALPLATFORM MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY OF THE FOREGOING.

11. **Indemnification.** Company agrees to defend, indemnify and hold harmless GlobalPlatform against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third-party arising out of or in relation to Company's use of the Services, except to the extent arising from GlobalPlatform's gross negligence or willful misconduct.

12. **Limitation of Liability.**

IN NO EVENT SHALL GLOBALPLATFORM OR ANY OF ITS AFFILIATED COMPANIES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO COMPANY OR ANY THIRD-PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, AND ANY DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR LOSSES ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES, OR COMMITMENTS MADE BY COMPANY) ARISING OUT OF (1) THESE TERMS, (2) THE SERVICES, PLATFORM, OR ANY ELEMENT OF THE FOREGOING, (3) THE USE, MISUSE OF OR INABILITY TO USE ANY OF THE FOREGOING, OR (4) THE TERMINATION OR MODIFICATION OF SERVICES FOR ANY OR NO REASON. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR

OTHERWISE, EVEN IF GLOBALPLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE, THEN NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY AGREES THAT GLOBALPLATFORM'S TOTAL LIABILITY UNDER THESE TERMS OR OTHERWISE IN CONNECTION WITH THE SERVICES AND/OR PLATFORM SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000 USD).

### **13. Term; Termination; and Suspension.**

**13.1 Term.** These Terms are effective as of the date Company first uses the Services and shall continue in force and effect unless terminated in accordance with these Terms, as set forth below. Upon termination of Services for any reason:

- a. subject to Section 14.13 below, these Terms, including but not limited to the rights and licenses granted to Company hereunder, will terminate and cease immediately; and
- b. if requested, each party will use commercially reasonable efforts to promptly return to the other party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other party.

**13.2 Termination.** Either party may terminate these Terms or the Services at any time for any or no reason immediately upon notice to the other party.

### **14. Miscellaneous.**

**14.1 Entire Agreement.** These Terms, including all documents referenced herein (each of which is hereby incorporated herein by this reference), set forth the entire agreement between the parties regarding the subject matter hereof, and supersede and govern all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding such subject matter.

**14.2 Amendments.** These Terms may be modified, altered or amended by GlobalPlatform at any time and from time to time by GlobalPlatform posting such modified, altered or amended terms on the Site or providing written notice to Company; provided, however, that such modification, alteration or amendment shall not be retroactive and shall be effective upon the date of such posting or notice; and provided, further, that if Company does not agree with such unilateral modification, alteration or amendment, Company shall have the right, exercisable at any time, to terminate the Services and these Terms in accordance with Section 13.2 above.

**14.3 Relationship of Parties.** Nothing in these Terms shall be deemed to create a joint venture, partnership, or agency relationship between the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other. Each party is an independent contractor to the other.

**14.4 Assignment.** Neither Company nor any of its permitted successors or assigns shall have any right to assign, delegate or transfer these Terms or any right hereunder, without the prior written consent of GlobalPlatform in each instance, which consent may be withheld by GlobalPlatform for any reason; provided that no such consent is required in order for Company to assign these Terms to an acquirer, successor or surviving entity in the case of Company's merger, consolidation, reorganization, reincorporation, dissolution, or sale of all

or substantially all of its assets, so long as the acquiring, surviving or successor entity specifically assumes all of Company's obligations under these Terms pursuant to a written agreement provided to GlobalPlatform. GP may assign these Terms without the prior written consent of Company.

- 14.5 Successors and Assigns.** These Terms shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- 14.6 Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 14.7 Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the state of Delaware. Each party to these Terms consents to the exclusive jurisdiction and venue of the state and federal courts within the state of Delaware.
- 14.8 Notices.** Except as otherwise specified herein, any notices required or permitted by these Terms shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by electronic mail; (ii) by certified or registered mail; or (iii) by a facsimile transmission upon electronic transmission confirmation. Notice to GlobalPlatform shall be sent to [secretariat@globalplatform.org](mailto:secretariat@globalplatform.org). Notice to Company shall be to the contact information provided upon account creation at <https://globalplatform.org/iotopia/mud-file-service>.
- 14.9 Waivers.** The waiver by either party of a breach of any provisions contained herein shall be in writing and a failure to or delay in exercising rights under these Terms shall in no way be construed as a waiver.
- 14.10 Severability.** If any provision of these Terms or portion thereof should be declared invalid for any reason, the invalid provision or portion thereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect
- 14.11 Attorneys' Fees.** In the event of a dispute between the parties regarding the enforcement or interpretation of these Terms, the non-prevailing party shall pay the reasonable costs and attorneys' fees of the prevailing party, including the reasonable costs and attorneys' fees incurred in the appeal of any final or interlocutory judgment.
- 14.12 Injunctive / Equitable Relief.** Nothing in these Terms will limit a party's ability to seek an injunction or other equitable relief.
- 14.13 Survival.** Upon termination of these Terms, any provisions of the Terms that by their nature are intended to survive, will survive termination including, but not limited to: Sections 4.3 (Prohibited Acts), 7 (Intellectual Property), 8 (Confidentiality), 10 (Disclaimers), 11 (Indemnification), 12 (Limitation of Liability), and 14 (Miscellaneous).