

## SOLOS TERMS OF SERVICE

### Introductory provisions

- A. These Terms of Service are a legal and binding contract (hereinafter referred to as "Agreement") between you or the legal entity you represent (hereinafter referred to as "you" or "your") and Include Ltd. Solin, Kneza Trpimira 30, OIB: 87239495136 (hereinafter referred to as "Company", "we", "our" or "us").
- B. The Company is the manufacturer of Smart City and IoT solutions including but not limited to Steora smart benches (Steora Classic, Steora City and Steora Cyclo), Aerys air quality monitoring systems (Aery P, Aerys G and Aerys X) and Terra waste containers and also a distributor of other Smart City solutions manufactured by third parties (hereinafter individually referred to as "Product" or jointly as "Products").
- C. Products are equipped with built-in sensors and features that are collecting an extensive amount of data (hereinafter referred to as "Product Data"). Product Data are transmitted daily from the Product to our servers where they are permanently stored. Transmission is done via wireless cellular network technology (2G, 3G or 4G) (hereinafter referred to as "Cellular network"). Product Data are transmitted for a period of five years from the date of Product installation (hereinafter referred to as "Transmission period"). You can extend the Transmission period to additional five years by paying the transmission extension option. The fee for the Transmission period extension option will be charged in accordance with the valid pricelist at the time of the payment.
- D. Solos is a cloud-based IoT platform (hereinafter referred to as "Solos") that visualizes Product Data stored on our servers. Product Data are visualized in form of applications, reports and notifications. Product features can be remotely updated via Solos, by sending a new configuration from the server to the Product via the Cellular network.
- E. Product Data can be accessed via Solos only with an original Activation code or Distributor activation code received with the purchased Product (as defined below under 3.1. of this Agreement).
- F. This Agreement sets out the terms and conditions under which you may access and use Solos. By signing up for a User Account (as defined below) and accessing Solos, you agree to be bound by the terms and conditions of this Agreement. We recommend that you thoroughly review this Agreement, as the same may be updated from time to time, before accessing or starting to use Solos and during your use of Solos.
- G. You will not be able to access and use Solos if you don't agree to all of the terms and provisions of this Agreement.

## 1. ACCEPTANCE OF AGREEMENT

### 1.1. By accessing and using Solos, you:

- a. confirm that you are at least eighteen (18) years old, or of the legal age of majority in the jurisdiction in which you reside;
- b. confirm that you have legal capacity to enter into this Agreement;
- c. acknowledge that you have carefully reviewed the terms and conditions of this Agreement;
- d. agree to be bound by the terms of this Agreement as well as the Solos Privacy Policy (<https://include.eu/legal/solos-privacy-policy/>) which governs the Company's collection, use and processing of your Personal data in connection with the provision of Agreement and with sharing your personal data with Partners;

1.2. If you access and use Solos on behalf of a company, corporation, organization or other legal entity (hereinafter referred to as "Legal Entity"), you agree to this Agreement for that Legal Entity and represent and warrant that you have the legal authority to bind that Legal Entity to this Agreement. In that case, "you" shall refer to the Legal Entity on whose behalf you are acting. If you are a Legal Entity, then all provisions hereof shall be applicable to such Legal Entity except for the provisions limited by the context to individuals.

## 2. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement (including the introductory provisions), the following terms and constructions when used in this Agreement shall have the meanings given to them as follows:

"User account" is a unique account in Solos set up by you which allows you access to Products and Product Data via Solos

"Buyer" is a legal owner of the Product who purchased Product from us directly or from one of our Distributors

“Distributor” is a legal entity that is authorised by us to distribute and resell Products on a certain territory to the Buyers

“Activation code” is a unique code that Buyer receives with purchased Product and is used to connect User account with the Product in order to access Product Data via Solos

“Distributor activation code” is a unique code that Distributors receive with purchased Product and is used to connect the User account with the Product in order to access Product Data via Solos

### 3. YOUR USE OF SOLOS

3.1. Solos. Your User Account and Product are connected with either Activation code or Distributor activation code. Depending on that, you can access the Product with one of the following roles:

- a. As a Buyer of Product through activating Activation code received with Product when purchased. If this is the case you have access to all Solos applications, reports and notifications. You can also remotely change or update Product features.
- b. As a Distributor of the Product through activating Distributor activation code received with Product when purchased. If this is the case you have limited access to basic aggregated Product Data for purpose of monitoring Product performance. You don't have permission to change or update Product features.

3.2. User account. In order to be able to use Solos, you will be required to create a User account. During the registration process you must provide an accurate and up-to-date email address and create a password. When your User account is created, the Company will send an automatic notification to your email address confirming your registration and, if applicable, requiring you to finalize the setup of your User account. You must keep your User account credentials confidential and secure at all times and must not disclose them to any third party. You are solely responsible for all activities and actions carried out under your User account. Any such activities and actions shall be deemed to be performed and authorized by you. You must immediately contact us in case of suspected unauthorized access to your User account or if you believe your User account might have been compromised. You are solely responsible for any communication submitted to the Company in connection with your use of Solos. The Company assumes that any communication received through use of your User account registration information was sent or authorized by you.

3.3. General Requirements. Solos is available to you through desktop or mobile device and require an internet connection. You acknowledge and agree that you are solely responsible for the technical requirements relating to your access and use of Solos through your information technology device. You are responsible for the security of your internet connection, including by correctly configuring your information technology device and using adequate virus protection software.

3.4. Acknowledgement. While the Company will endeavour to ensure that Solos is available to you at any time, at any time during the term of this Agreement and in accordance with its terms, we do not guarantee their continuous, uninterrupted or error-free operation and we shall not be liable to you if Solos is unavailable at any time for any reason. We may also temporarily suspend or deny access to Solos in case of emergency, Force Majeure, technical problems, system failure or degradation, scheduled or emergency maintenance, security incident or requirements of competent authorities or regulators.

3.5. Your Notification Obligations. You must immediately notify the Company if you become aware of any loss, theft or unauthorized use or disclosure of your Personal Data. In such case the Company reserves the right to deny you access to Solos if the Company reasonably believes that any loss, theft, or unauthorized use or disclosure of your Personal Data has occurred. Such denial of access may without limitation enable the Company to investigate said loss, theft or unauthorized use or disclosure (including in cooperation with law enforcement authorities).

### 4. PRODUCT DATA VISIBILITY AND SHARING

4.1. Product data. Collected Product Data are fully visible with the right to access by Buyers of the Product and the Company. By agreeing to all of the terms and provisions of this Agreement you give consent to Company to produce analytical reports which consist of collected Product Data (hereinafter referred to as “Analytical reports”). Company will not use your Personal Data for producing such Analytical reports. Analytical reports can be used by the Company for further analysis and for commercial purposes.

4.2. Distributors rights. Distributors have visibility of limited aggregated Product Data with no right to use such Product Data. The Company will have the right to terminate the Distributors User account with immediate effect if Distributor uses aggregated Product Data for any kind of commercial purposes.

## 5. SUBSCRIPTION AND FEES

5.1. Subscription. Subscription is product-based and is activated by activating the Activation code in the User account.

5.2. Buyer subscription. Buyer subscription is a time-limited subscription that provides Buyers visibility of Product and full Product Data in their User account. In order to have access to full features and Product Data, you need to activate the Activation code received with the purchased Product, thus activating the subscription. The first year (12 months) of subscription is included in the price of the Product and starts from the moment the Activation code is activated inside your User account. You can subscribe for an annual subscription (hereinafter referred to as "Annual Subscription") in accordance with the valid pricelist at the time of the payment. Annual Subscription can be, by your choosing, after expiration of the first year or before, prolonged from 1 year up to 4 years. If you decide not to prolong the Annual subscription you will be able to see your Product but will not be able to see Product Data nor control the Product.

5.3. Distributor subscription. Subscription is not applicable to the Distributors.

## 6. PERSONAL DATA PRIVACY

6.1. Solos Privacy Policy. In order to provide full service and access to Solos, the Company will collect, process and use your Personal Data. Our Solos Privacy Policy <https://include.eu/legal/solos-privacy-policy/> explains how the Company processes and protects the Personal Data in our custody. By using Solos, you hereby agree to the terms of the Solos, including any subsequent changes as published and communicated to you by the Company.

6.2. Partners. Partners are legal entity's whose services Company uses and are essential to provide its contractual and legal obligations (for example business banks, Hubspot, Pantheon). Based on your Consent, which you gave to us by accepting Solos Privacy Policy, the Company is authorised to share your Personal Data with its Partners. Such sharing is necessary to provide you with our service and interrupted usage of Solos. Sharing will take place until Your Consent to Share Personal Data is withdrawn by you. You can withdraw Your Consent to Share Personal Data at any time by sending us an email to our official mail: [legal@include.eu](mailto:legal@include.eu). You hereby acknowledge that withdrawal of Your Consent to Share Personal Data shall not affect the lawfulness of the Company's actions based on such Consent to Share Personal Data before the withdrawal.

6.3. Anonymized data. By using Solos, you acknowledge and agree that The Company has the right to make anonymized data (i.e., non-personally identifiable information) based on or derived from personal and non-personal data submitted by you or collected from you or through your use of Solos, and combine such anonymized data with that of other users of Solos in order to make anonymized aggregated data or reports. The Company may use the anonymized data and anonymized aggregated data for various business purposes, including but not limited to compiling statistical reports, troubleshooting, providing and improving Solos, developing and improving other Company products and services. For the avoidance of doubt, we will not sell anonymized data and anonymized aggregated data.

## 7. ADDITIONAL TERMS

7.1. Service Notifications. While using Solos, from time to time we may send you important communications regarding Solos, your User Account, updates to this Agreement and/or Solos Privacy Policy, system alerts and any other notifications which may be required by law or regulation (including without limitation notification of a security incident) (hereinafter referred to as "Mandatory Notifications"). Such Mandatory Notifications will be sent to your email address supplied as part of your User account registration information (as the same may be updated by you from time to time). You cannot opt-out of receiving these Mandatory Notifications. In regards to any other non-mandatory informational emails that the Company may decide to send from time to time relating to Solos, you may opt-out or unsubscribe from receiving them by following the instructions provided in each such email.

## 8. PROPRIETARY RIGHTS AND LICENSE

8.1. Ownership. The Company reserve all rights, title and interest, including all intellectual property rights, to Solos and the underlying technology, including without limitation all software and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof and all research and development and experimental development in respect thereto (hereinafter referred to as "Technology").

8.2. Solos is a trademark of the Company. The Company does not grant you any right or license to use, copy or reproduce any of the Company's trademarks or the trademarks of any third party (including without limitation Partners) that may appear in Solos.

8.3. License Grant. Subject to your compliance with the terms of this Agreement, the Company hereby grants you a personal, non-commercial, limited, non-exclusive, non-transferable, revocable, non-sublicensable right and license to use Solos, during the term of this Agreement and in accordance with its terms and conditions. Except for the rights expressly granted to you in this Agreement, no other rights are granted by implication or otherwise. You acknowledge that only the Company shall have the right to maintain, enhance or otherwise modify Solos and the Technology.

8.4. License Restrictions. You shall use Solos solely for the purposes that are permitted by and as contemplated in this Agreement. Without limiting any other provision of this Agreement, you agree that you shall not, either directly or indirectly:

- disseminate, market, license, sublicense, sell, resell, lease, transfer, assign, transmit, distribute, rent or otherwise deal in any element of Solos;
- modify, translate, adapt, copy, download, frame, link to, reverse engineer, decrypt, decompile, decode, disassemble, or create derivative works based on Solos or any part thereof, except to the extent the foregoing restrictions are expressly prohibited by applicable laws;
- breach, override or otherwise circumvent any authentication or security mechanisms, or use restrictions that are built into Solos or try to have any unauthorized access to Solos, our associated servers, networking, systems, services and data;
- remove or obliterate any proprietary notices, ownership labels, classified legends or marks from the Solos;
- engage in any actions with Solos that meddle with, disturb, destroy, or access in an unlawful way the server networks, connections, systems, records, or other assets, tools or services of the Company or any related third party;
- engage in any actions with Solos that could result in disruption of its work;
- engage in any behaviour that could harm or pose an unreasonably large load on the technical infrastructure or systems of Solos;
- transmit any worms, viruses, trojan horses, or any other malware, disruptive or harmful software or data through your access to and use of Solos;
- access and use Solos or any part thereof for any unlawful or fraudulent purpose or otherwise in any way not permitted by this Agreement.

## 9. FORCE MAJEURE

9.1. Liability. You hereby release the Company from any liability arising from a delay in performance or non-performance by the Company under this Agreement caused by Force Majeure. "Force Majeure" means any circumstances that are beyond the Company's reasonable control, which, and whose consequences, it cannot be reasonably expected for the Company to avoid or overcome, including without limitation acts of God, normative acts issued by the state or government institutions, strikes, lock-outs, war or any kind of military operations, blockade, epidemics, pandemics, acts or threats of terrorism, unavailability of the Solos service.

## 10. CHANGES TO THE AGREEMENT AND SOLOS

10.1. Changes to the Agreement. The Company reserves the right to change this Agreement at any time to reflect changes in the applicable laws or regulations, technical or security requirements, the functionality of Solos, or our business requirements. We will post an appropriate notice of such changes at the top of this webpage and we will give you reasonable advance notice through the Solos and via email notification. Any change to this Agreement will become effective thirty (30) days from their posting in Solos. The date of the last update of this Agreement is set out at the top of this webpage. You acknowledge and agree that your continued access to and use of Solos after the date the changes to this Agreement become effective indicates your agreement to such changes. If you do not agree with made changes you are obliged to inform the Company of such decision. From the day of your notification, you will not be able to use Solos.

10.2. Updates to Solos. The Company may in its sole discretion and at any time update or modify Solos, discontinue, temporarily or permanently, providing usage of Solos or any part thereof, including without limitation for technical, maintenance, security, legal, compliance or other business reasons. The Company may also perform maintenance of Solos from time to time, on a planned or emergency basis, which may result in interruptions, delays or errors in Solos. You acknowledge and agree that any maintenance, modification, suspension or termination of Solos may be effected without prior notice, although, if you use Solos, the Company will endeavour to provide such notice whenever feasible. Your continued use of Solos after the date of changes to Solos indicates your agreement to such changes.

## 11. TERM AND TERMINATION

11.1. This Agreement becomes effective when you start using Solos and remains in force until terminated by either party.

11.2. Where you use Solos, we may terminate this Agreement at any time and for any reason, without liability to you or to any other person as a result of any such termination, by giving you thirty (30) days advance written notice whenever feasible. You acknowledge and agree that the Company in its sole discretion and without advance notice may immediately suspend or terminate this Agreement and your User Account:

- a. if the Company reasonably believes that you are in breach of any applicable laws or of any of the terms of this Agreement (including without limitation by using Solos to carry out fraud or other illegal or criminal activities or by refusing to subject yourself to required;
- b. if the Company determines that you have used, or are using, another person's identifying or proprietary information in order to use Solos and/or to access someone else's accounts and information associated with such accounts (referred to as "identity theft"); or
- c. if we are required by any law enforcement, government or regulatory body with jurisdiction over the Company.

11.3. If you are using Solos, you may terminate this Agreement at any time for any reason by deleting your User Account (using your account options). Alternatively, you may provide notice to the Company about your decision to terminate this Agreement and we will delete your User Account as soon as practicable after receiving such notice from you.

11.4. Upon termination of this Agreement all rights and licenses granted to you under this Agreement will be terminated, and after termination, your User Account will be closed and all the information and data relating to your User Account will be deleted upon expiration of the legally obligated period.

11.5. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

11.6. Should you breach any term of this Agreement (including without limitation by using Solos to carry out fraud or other illegal or criminal activities), we may take any and all actions as we reasonably deem appropriate and required or permitted by law, including without limitation notifying the competent law enforcement, government or regulatory bodies and, to the extent required or permitted by law, disclose any pertinent information relating to your breaching actions, your User Account and/or any information (including personal data) in your respect in furtherance of an official investigation.

## 12. DISCLAIMER OF WARRANTIES

12.1. Solos is provided to you by the Company on a reasonable effort and bona fide basis. The terms of this Agreement, including without limitation any and all disclaimers and limitations of liability set forth herein, are inherent elements of the relationship established between you and the Company. Solos would not be provided without such limitations.

12.2. You acknowledge and agree that to the maximum extent permitted by applicable laws:

- a. the Company offers Solos on an "AS IS" and "AS AVAILABLE" basis and does not accept responsibility or liability for any use of or reliance on Solos or any information provided through Solos, or for any disruptions to or delay in the provision of its services, or for any performance or non-performance of your Account;
- b. the Company makes no warranties or representations, express, statutory or implied, as to the accuracy, timeliness, comprehensiveness, completeness, quality, reliability, currency, error-free nature, compatibility, security, data loss, non-interference with or non-infringement of any intellectual property rights, or fitness for a particular purpose of Solos or any information provided through Solos;
- c. the Company does not guarantee the adequacy of Solos or compatibility and security thereof with your computer equipment and does not warrant that Solos, its infrastructure or any emails or communications transmitted via Solos will be free of viruses or secure against hacking attacks; and

12.3. The exclusion of the warranties and liability disclaimers set forth in clause 11.2 shall apply to the maximum extent allowed by the applicable laws in your jurisdiction and provided that the application of such exclusion will not make the Company be in breach of any applicable laws or the rules, directions or orders of any competent authority or regulator with jurisdiction over the Company.

### 13. LIMITATION OF LIABILITY

13.1. You acknowledge and agree that, to the maximum extent permitted by applicable laws, the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for, relating to or arising from: (i) loss of profits, (ii) failures of telecommunications, the internet, electronic communications, (iii) loss of contract, business revenue or investment, (iv) use of software or hardware that does not meet Company's systems requirements, (v) damage to goodwill, reputation, data or other intangible losses, or (vi) resulting from your use of or inability to use Solos. The above limitations apply even if the Company has been advised of the possibility of such damages.

13.2. Nothing in this Agreement is intended to or shall exclude or limit the Company's liability: (i) for death of personal injury caused by our negligence, (ii) for fraud and/or fraudulent misrepresentation, (iii) for our wilful misconduct or gross negligence, (iv) for regulatory breach by the Company, and/or (v) which cannot be excluded, limited, modified or restricted under the applicable laws and/or regulations. All statutory rights that are or may be available to you relating to the provision of Services under this Agreement shall not be impaired or affected.

### 14. INDEMNIFICATION

14.1. Indemnify. You agree to indemnify, defend and hold the Company and its officers, directors, employees, subcontractors and licensors harmless from all losses, damages, fines, penalties, costs and expenses (including without limitation reasonable attorney's fees) incurred or suffered by the Company as a result of: (i) your use of Solos, (ii) a breach by you of any of the terms of this Agreement or the applicable laws, (iii) your infringement of any intellectual property rights or any other rights of third parties, and/or (iv) fraud committed, or fraudulent misrepresentation made, by you.

### 15. LAWS AND JURISDICTION

15.1. Dispute and jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the country where the Company's registered address is, therefore laws of the Republic of Croatia. Any dispute or claim arising out of, or in connection with, this Agreement and its existence, interpretation, validity or termination (including non-contractual disputes or claims) that cannot be resolved amicably between you and the Company shall be submitted to the court having territorial jurisdiction over the Company's registered address.

### 16. GENERAL PROVISIONS

16.1. Entire Agreement. This Agreement, including the Solos Privacy Policy, constitutes the entire agreement and understanding between you and the Company with respect to access to and use of Solos and personal data and replaces all prior understandings, communications and agreements, whether oral or written, regarding the subject matter hereof.

16.2. Language. This Agreement is made in English language, and the English version shall prevail over any other versions in other languages that we may decide to additionally publish in the future for your convenience. Our communication with you during the term of this Agreement will be in English only.

16.3. Severability. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Such illegal, invalid, void or unenforceable term or provision or part thereof shall be deemed modified to the extent required to render it enforceable as to such jurisdiction, failing which, it shall be severed from this Agreement, which shall continue in full force and effect and be binding upon the parties hereto. The prohibition or unenforceability of a provision of this Agreement in any jurisdiction shall not invalidate such provision in any other jurisdiction.

16.4. Assignment. You cannot assign, sub-license or transfer any or all of your rights or obligations under this Agreement to any third party without the Company's prior written approval. However, the Company in its sole discretion may assign or transfer this Agreement, in whole or in part, without your consent to a third party provided however that such assignment shall not affect your rights or our obligations to you under this Agreement.

16.5. Non-Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

16.6. Third Parties. A person who is not a party to this Agreement cannot enforce or enjoy the benefit of any term or provision of this Agreement. This Agreement shall not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

16.7. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

## 17. CONTACT INFORMATION

If you have complaints in regards to the provided Services, you can address them to the following address:

Email address:

[legal@include.eu](mailto:legal@include.eu)

or

Address: Include d.o.o., Kneza Trpimira 30, 21210 Solin, Republic of Croatia