

**onecom**

**SOTI**

**Service Terms**

## 1. General

These SOTI Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these SOTI Service Terms. The following definitions shall also apply.

<b>SOTI</b>	SOTI Inc.
<b>SOTI EULA</b>	the applicable end user license agreement as may be updated from time to time located at <a href="https://www.soti.net/about/legal/">https://www.soti.net/about/legal/</a> (or any other online address that SOTI may determine)
<b>Services</b>	SOTI MobiControl
<b>User Subscriptions</b>	the user subscriptions purchased by the Customer which enable Users to access and use the Services in accordance with the terms of the Contract

2.2 The rules of interpretation set out in the General Terms apply to these SOTI Service Terms.

## 3. Implementation and delivery

3.1 Following the Effective Date, Onecom shall:

3.1.1 make the Services available to the Customer, to enable the Customer to install the Services on the applicable Equipment; or

3.1.2 where agreed by Onecom in writing, remotely deliver the Services on the applicable Equipment.

3.2 Onecom shall not provide support services in relation to the Services.

## 4. User Subscriptions

4.1 The Customer may, from time to time during the term of the Contract, purchase additional User Subscriptions.

4.2 In event the Customer purchases additional User Subscriptions during the Minimum Term, the term of such User Subscriptions shall run coterminous with the Minimum Term (which for the avoidance of doubt shall include the Minimum Term together with any extensions), unless expressly stated otherwise.

## 5. SOTI EULA

5.1 The Customer agrees and accepts it is a condition of the Contract that the Customer agrees and accepts the SOTI EULA.

5.2 The Customer shall ensure that all Users comply with the SOTI EULA.

5.3 The Customer shall immediately notify Onecom if it becomes aware of, or reasonably suspects that, a User has breached the SOTI EULA.

**6. Disclaimer**

- 6.1 The Services are provided on an 'as is' basis and Onecom does not make any warranties or representations concerning the performance or functionality of the Services.
- 6.2 To the fullest extent permitted by Applicable Law, Onecom hereby disclaims and excludes any and all conditions, warranties, representations or other terms which might have effect between the parties or be implied or incorporated into the Contract (whether by statute, common law or otherwise), including warranties for merchantability, fitness for any particular purpose, or satisfactory quality.
- 6.3 Onecom does not warrant that the use of the Services will be uninterrupted or error-free.
- 6.4 The Customer expressly acknowledges that its right to use the Services is limited to the rights provided by the third-party licensor and that any and all claims that the Customer may have concerning or relating to such Services regarding the performance or the functionality shall be brought exclusively against the third party licensor of such Services and not against Onecom.
- 6.5 The Customer accepts responsibility for the selection of the Services to achieve its intended results and acknowledges that the Services have not been developed to meet its individual requirements.