

## TERMS OF SERVICE

Welcome to the NAO Cloud Platform, provided by Pole Star USA, Inc., a Delaware corporation (“Pole Star”, “us”, “we” or “our”). The NAO Cloud Platform is an indoor location platform that includes the Pole Star website (the “Site”), indoor location deployment tools (including NAO Logger), and indoor positioning software, as well as other services provided by Pole Star in connection with same (collectively, the “Service”).

We are offering the Service, free of charge, as further described below. Subscribers, customers, users, and others who wish to use the Service (collectively or individually, “you”, “your” or “Users”) must do so subject and pursuant to the following terms and conditions (collectively, the “Agreement”). Therefore, by testing and using our Service, you are agreeing to comply with and be bound by this Agreement.

### 1. Acceptance of Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the use of the Service, and supersedes all contemporaneous agreements, representations, warranties and understandings with respect to the Service. Notwithstanding the foregoing, this Agreement shall not alter, limit, restrict, supersede or replace any existing agreement with you with respect to Pole Star’s products or services, if applicable.

This Agreement may be amended by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Service. If you do not agree to the terms of this Agreement, you shall not use the Service.

### 2. Eligibility.

Any corporation, limited liability company, or other business entity Users must be duly formed and in good standing in the applicable jurisdiction(s) in order to be eligible to use the Service. Furthermore, any and all individual Users must be at least eighteen (18) years old (or of legal age to enter a

contract in the applicable jurisdiction, but not less than 16), and fully competent, to be eligible to use the Service. If a party does not meet the applicable criteria above, he/she/it shall not use the Service.

### 3. NAO Logger Free License.

In consideration for the use of the Service, Pole Star is granting you a free license as set forth in the Service materials to be downloaded from the Site and as mentioned in your user account, to use the NAO Logger tool (collectively, the “NAO Logger Free License”). This Free License will allow you to use and test our indoor location services in all Android® and iOS® devices available in the market which are compatible with the Service and the current software versions thereof. Not all mobile devices are compatible with the Service. Devices compatibility may change without notice. The NAO Logger Free License is not limited to a specific number of locations, allowing the User to use the Service at multiple venues; however, certain data limitations, which may be changed by us from time to time, may affect the number of supported locations. The NAO Logger Free License is non-exclusive, non-transferable and non-assignable, and is revocable by us at any time.

The Evaluation License shall include the following:

- The right to test, demonstrate and use the Service solely for internal, non-commercial purposes, including the right to print discrete information from the Site solely for internal, non-commercial purposes (and subject to compliance with all copyright and other policies contained in this Agreement).
- The right to use all of the tools and software needed for the deployment and field test of the Service (on compatible Android® and iOS® devices).

Instructions for how to deploy, test and use the Service shall be included in the materials to be downloaded from the Site. Such instructions are subject to change, without the requirement of notice to existing Users; though we will use good faith efforts to inform Users of any such changes.

The Evaluation License shall be in effect for so long as access and use of the Service have not been disabled by Pole Star. Pole Star can disable these access and use of the Service at any time.

To access and use the Service for commercial purposes at any time, the User will enter into a separate software license agreement with Pole Star, which shall set forth the agreement of the parties with respect to same, including without limitation pricing in accordance with Pole Star's then-current price list. Nothing herein shall require the User or Pole Star to enter into such agreement.

#### 4. Mobile Services and Communication.

Certain elements of the Service require Pole Star's use of and interaction with a User's mobile device. Such mobile device must therefore be capable of certain minimum functionalities, including the ability to download deployment tools, and send some measurement information. We will not charge you for these services; however your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available, and how much they cost.

By using the Service, you agree that we may communicate with you regarding our Service and our partners by SMS, text message, e-mail or other electronic means, to your mobile device or e-mail address, to inform you about news or other information about the Service. We will not charge you for these services, however additional messaging, data and other rates and fees will still apply.

In addition, you understand and agree that the Service includes location-based services, and that your location may be shared with Pole Star as permitted by our Privacy Policy, as such may be amended from time to time.

#### 5. Selection of Venues.

To deploy and test the Service, you will have to upload indoor maps of the applicable venue(s). You represent and warrant that you have the full right and authority to use and transmit such data and information, and any other information owned by the owner of the applicable venue(s) to be used in connection with the Service. It is solely your responsibility to check with the venue owner(s) to ensure that you are authorized to use and transmit such data and information.

Furthermore, Pole Star will have no control over the selection of venues for testing the Service, which shall be done solely by the User. Therefore, Pole Star is not responsible, and shall be fully indemnified, from and against any and all claims, damages, or other liability resulting from the use of the venue(s) in connection with the Service.

#### 6. Ownership of Site Content.

All content contained on the Site and otherwise provided in connection with the Service, including without limitation text, graphics, images, audio, video and other material, as well as domain names, technology, tools, hardware, software, instructions, processes, know-how, methods, organization and User look-and-feel (collectively, the "Content"), is protected by copyright, trademark, patent and other such laws in the United States and foreign countries, and is owned or controlled by Pole Star or by third parties that have licensed their Content to Pole Star. Unauthorized copying, dissemination, or use of the Content may violate copyright, trademark, patent and other laws. Where the Site is configured to allow Users to download any Content, you may download such Content provided that (a) you retain all copyright and other proprietary notices contained in the original Content, (b) you may not sell or modify the Content or reproduce, display, publicly perform, distribute, reverse engineer or otherwise use the Content in any way for any public or commercial purpose without the prior written permission of Pole Star, and (c) you may not use the Content in a manner that suggests an association with any of our products, services or brands. By downloading any software or other Content from the Site, or by otherwise using the Service, we do not transfer title to same to you or any third party. No print-out or electronic version of any part of the Site or the Service may be used in any litigation or arbitration matter whatsoever under any circumstances.

Except as expressly authorized herein, you shall not, without the prior written permission of Pole Star, "mirror" Content on any other server, and the use of the Content on any other website or in a networked computer environment for any purpose is prohibited.

"Pole Star", "NAO Cloud", "NAO Campus" and other trademarks, logos and/or service marks (collectively, the "Marks") displayed on the Site or in connection with the Service are owned by Pole

Star or third parties that have licensed to Pole Star the right to use same. You are prohibited from using the Marks in any way without the express, written permission of Pole Star.

#### 7. Ownership of Data.

Pole Star shall be the exclusive owner of any and all data, text, graphics, images, audio, video, and other information and material which is created as a result of or in connection with Users' use of the Service, including without limitation any of same which is based upon or which incorporates any Content uploaded or otherwise contributed by Users in connection with the deployment, installation, testing or other use of the Service. As such, Pole Star shall have the exclusive right to host, reuse, resell, re-package and otherwise exploit same, in any and all media, whether currently known or created in the future, throughout the universe and in perpetuity.

All remarks, suggestions, requests, notes, ideas, processes, know-how, graphics, or other information communicated by you to us (collectively, the "Submissions") shall be and remain the exclusive property of Pole Star. As such, Pole Star shall have the exclusive right to host, reuse, resell, re-package and otherwise exploit the Submissions, in whole or in part, in any and all media whether currently known or created in the future, throughout the universe and in perpetuity. We will not be required to treat any Submission as confidential, and will not be liable for any use of the Submissions (including without limitation, product, service or advertising ideas), and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. We will be entitled to use the Submissions for any commercial or other purpose whatsoever, without compensation to you or any other person creating or sending the Submission. You acknowledge that you are responsible for the legality, reliability, appropriateness, originality, and copyright of any material you submit, and warrant and represent that you have the full right and authority to submit same to us.

You agree that you have read, understand and agree to the terms of the Privacy Policy which is available on the Site, as such may be amended from time to time. We reserve the right, and you authorize us, to use and assign all information regarding the Service used by you and all information provided by you in any manner consistent with our Privacy Policy.

## 8. No Legal Advice or Attorney-Client Relationship.

Information contained on or made available through the Service or in this Agreement is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance and no attorney-client relationship is formed thereby. You are advised that you have the right to seek independent counsel in connection with this Agreement.

## 9. Confidentiality.

Users shall keep and maintain in confidence, for the duration of the NAO Logger Free Licence and for two (2) years thereafter, the following confidential information (collectively, "Confidential Information"):

- Any and all Content and Submissions, whether provided by Company as part of the Service or developed during its use;
- Any and all tools, methods, technology, processes, techniques, know how, features, and/or technical results of the Service, including without limitation location performance (e.g., 3D accuracy, refresh rate, etc.);
- Any opinion, summary, synopsis or review of the Service as such relates to performance;
- Any other information which, by its nature, would reasonably be deemed to be confidential.

Users shall use the same level of care in maintaining in confidence such Confidential Information as such User does or would use for its own confidential or proprietary information, but in any event no less than reasonable care. Such Confidential Information shall expressly exclude any information which (i) is available to the public through the Site, (ii) is in the public domain through no wrongful act of the User, (iii) has been lawfully received by the User from a third party through no wrongful act of the User, and/or (iv) is approved for release by written authorization of Pole Star. Notwithstanding the terms hereof, Users shall comply with any applicable laws or court order in connection with the disclosure of any information described herein. Without limiting any other remedies that Pole Star may have in connection with any breach or threatened breach of this Section, you agree that Pole

Star shall have the right to seek and obtain any and all available equitable and injunctive relief to enforce the terms hereof.

#### 10. Errors, Corrections and Changes.

We do not represent or warrant that the Site or the Service will be error-free, free of viruses or other harmful components (“Defects”), or that any such Defects will be corrected. We do not represent or warrant that the information available through the Service will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Service at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site or which is offered to Users through the Service.

No guarantees are made with respect to the results of the Service, or the success of any demonstrations of the Service made to third parties. We are not responsible for any Defects or other problems the Service may cause, directly or indirectly, on your computer(s), mobile phone(s), or any other device(s) you are using in connection with the Service.

#### 11. Third Party Content and Services.

Third party content may be part of, or accessible through, the Service, which may include without limitation links to third party websites, as well as software, hardware, or other services provided by third parties as part of, or in connection with, the Service. We are not responsible for accuracy or opinions expressed in such third party content, and any such third party websites are not investigated, monitored or checked for accuracy or completeness by us. We are not responsible, and assume no liability, for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of such third party content. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is not endorsed by us, nor does it necessarily reflect our beliefs. You therefore release Pole Star from any actions, demands, suits or other claims resulting from or arising out of or in connection with such third party content and/or websites. We are

not responsible for limitations, bad services ...etc or any other problem related to these third party services ..

#### DMCA Notice

Some features of the Service may permit the posting and/or use of third party content, which may include copyrighted works. Pole Star disclaims all responsibility for such content, as described above. Copyright owners or their authorized agents may submit a complaint of alleged copyright infringement to Pole Star if they have a good-faith belief that their protected works are being infringed. Such complaints may be emailed tolegal@polestarusa.com sent by regular mail or courier to:

Copyright Agent  
Pole Star USA, Inc.  
1000 Elwell Court  
Suite 201  
Palo Alto, CA 94303  
USA

To be effective, such notification to us must include:

- A physical or electronic signature.
- Identification of the copyrighted work claimed to have been infringed (if multiple copyrighted works are covered by a single notification, a representative list of such works).
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, including information reasonably sufficient to permit Pole Star to locate the material.
- Information reasonably sufficient to permit Pole Star to contact the owner or authorized agent, such as an address, telephone number, and email address
- The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."



- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Upon receipt of such notification, Pole Star shall promptly investigate the matter, and, if appropriate, remove or disable access to the allegedly infringing material. In some instances the party that has uploaded or posted the materials described above may supply a counter-notification pursuant to sections 512(g) (2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the material in question. To file a counter-notification with us, the applicable party must provide a written communication (by regular mail or by email) that sets forth all of the items required by the DMCA. Please note that any User will be liable for damages if such User materially misrepresents that content or an activity is not infringing the copyrights of others. If you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

#### 12. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

#### 13. Indemnification.

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, contractors, subcontractors, successors, assigns, licensees, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Service.

#### 14. Disclaimer.

THE SITE AND THE SERVICE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION OF THE FOREGOING, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, WITHOUT LIMITING THE FOREGOING, WE AND OUR AFFILIATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM ANY (A) ERRORS IN OR OMISSIONS FROM THE SITE, THE SERVICE OR ANY PRODUCTS OBTAINABLE THEREFROM, (B) THE UNAVAILABILITY OR INTERRUPTION OF THE SITE, THE SERVICE OR ANY FEATURES THEREOF, (C) USE OF THE SITE OR THE SERVICE, OR (D) THE CONTENT CONTAINED IN THE SITE OR PROVIDED TO USE IN CONNECTION WITH THE SERVICE. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

15. Privacy Policy.

You can find our Privacy Policy: <https://www.nao-cloud.com/PrivacyPolicy.pdf>

The terms of the Privacy Policy are hereby incorporated into this Agreement by reference.

#### 16. Miscellaneous.

We may modify, add to, or otherwise revise this Agreement at any time. If we do so, we will post amended version(s) of the Agreement on the Site. Changes to this Agreement are effective when they are posted. In some cases, we may also notify you (via email or otherwise) of such changes, at our sole discretion; however, you are encouraged to check the Site frequently for any amended version(s) of the Agreement. In the event any change(s) is (are) made to this Agreement, your continued use of the Service shall be deemed to be acceptance of such change(s). In the event of any conflict between such revised version(s) of this Agreement, and the terms hereof, the revised terms shall control.

This Agreement does not create any third party beneficiary rights.

If you do not comply with the terms of this Agreement, and no action is taken by us in a given period of time, we are not waiving any of our rights (including the right to take action at a later date).

If any term of this Agreement is not enforceable, it will not affect any other terms, which shall remain in full force and effect.

Neither Pole Star nor you shall be liable to the other for any delay or failure in performance under this Agreement to the extent arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, failure of third party suppliers or service providers, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

The laws of the State of California, and the United States of America, shall control this Agreement, without regarding to any conflicts of law rules. Any and all claims or other disputes arising out of this

Agreement shall be litigated exclusively in the Federal or state courts in San Mateo County, California, USA, and you consent to personal jurisdiction in those courts.

For information about how to contact Pole Star, please visit our contact page:

<http://www.polestar.eu/en/contact.html>