

NimbeLink Corp.
Terms of Use

1. Introduction

These Terms of Use (“Terms”) document the binding agreement between NimbeLink Corp., a business corporation organized under Delaware law (“NimbeLink”) and each user (“User”) of the NimbeLink web sites and the resources and services made available through those web sites (the “Resources”).

These Terms are accepted by Users through their access to and use of the Resources. Some Resources, such as interactive support services or specialized technical content, may require Users to provide additional confirmation of their agreement to these and additional terms prior to gaining access to those Resources.

These Terms relate to use of the Resources. Users may have separate legal agreements with NimbeLink and, if so, these Terms apply in addition to any such agreements but do not alter or override those agreements as to the subject matter of those separate agreements.

2. Use of Resources

Users may make use of the Resources for the internal business purposes of Users and the organizations for which they work, consistent with these Terms.

Users will comply with these Terms and the policies and guidelines for use of Resources that are set forth in or referenced in the Resources. These include, among other items, the NimbeLink Privacy Statement available for review on the Resources.

Users may not use the Resources for any illegal purpose, may not interfere with the Resources or the use of the Resources by others, may not attempt to access the Resources except through the means and instructions NimbeLink provides, nor reframe or otherwise take actions to pass off the Resources as their own.

NimbeLink may fully monitor usage of the Resources by all Users and may restrict or block User access to any Resources if it determines, for any reason, that such actions are needed to ensure the Resources are used properly and according to these Terms.

3. Content

NimbeLink is pleased to make available to Users an extensive and frequently updated body of content relating to our company, our products and services, our customers and partners, and developments in the realm of the Internet of Things and machine-to-machine communications generally (the “Content”).

All Content posted by NimbeLink on the Resources, and the copyright and other proprietary rights in that Content, is owned by NimbeLink or third parties as noted, and such rights remain in place when posted. Users may not remove, or obscure any copyright, trademark, or similar notices of such rights from any Content.

Certain technical Content is made available for review and downloading. Those items contain additional notices regarding the rights in that Content, the manner in which Users may make use of it, disclaimers and other information related to that Content. Compliance with such embedded notices is required by all Users accessing that Content.

Content that is made available on the Resources, directly or by supported link, owned by third parties (Third Party Content) may be subject to additional terms regarding its use. Compliance with those terms is required of all Users accessing that Third Party Content. While NimbeLink intends for this Third Party Content to be useful for Users, NimbeLink is not responsible for the accuracy or completeness of any Third Party Content and posting or linking to Third Party Content it is not an endorsement of that material by NimbeLink.

Users acknowledge that Content may become unavailable for any reason and that NimbeLink is not responsible for any interruption in or termination of the availability of any Content, nor for the consequences of User's reliance on the availability of any Content.

4. User Information

Users may have opportunities to supply information in certain contexts when using the Resources ("User Information"). User retains all copyright, trademarks or other proprietary rights it holds in the User Information once submitted. Each User does represent to NimbeLink that the User has the right to supply User Information to NimbeLink without infringing the rights of any other person or organization.

User will strive to keep User Information accurate and updated. User will not supply User Information that is confidential unless User and NimbeLink have separately entered into an agreement governing the use and nondisclosure of confidential information (an "NDA") and that User Information is properly noted as confidential when disclosed consistent with the NDA.

Except as limited in any NDA between User and NimbeLink, and subject to the NimbeLink Privacy Statement with respect to the Personal Information of Users (as defined in that Statement), User grants NimbeLink a worldwide, no cost license to use User Information in interacting with User, and to store, copy, publicly display, make derivative works of and distribute User Information for any purpose.

5. Changes to Terms and Resources

NimbeLink may make changes in the Resources and Content at any time. User understands that access to the Resources and Content may be interrupted or terminated as a result of these changes.

NimbeLink may also make changes in these Terms by posting updated terms on the Resources, which changes will apply from the time they are posted.

6. Support Services

NimbeLink may, as an accommodation to its prospective customers, suppliers or business partners, and at no cost to them, provide specific information requested by Users that have established Support Services accounts on the Resources.

Such Support Services are voluntary on the part of NimbeLink and may be provided, or declined, by NimbeLink in its sole discretion. Users will supply accurate information in the account set-up and will keep their contact information current.

Users acknowledge that Support Services are provided by NimbeLink "AS-IS", without warranty of any type and may not be relied upon by Users except at their own risk. Contracted services may be made available under separate mutual written agreement of NimbeLink and Users.

7. Disclaimers and Limitations of Liability

While efforts are made to ensure accuracy, typographical and other errors may exist in this Content and these Terms. NimbeLink welcomes input from Users on the Content and any errors noted, and may post corrections but does not commit to do so.

NimbeLink products are sold subject to its published Terms and Conditions, subject to any separate agreements with its customers.

NO WARRANTY OF ANY TYPE IS EXTENDED BY THESE TERMS RELATED TO THE RESOURCES, CONTENT, SUPPORT SERVICES OR ANY PRODUCT OR SERVICE OF NIMBELINK, INCLUDING, BUT NOT LIMITED TO, IMPLIED, EXPRESS OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, THE LIABILITY OF NIMBELINK FOR ANY CLAIMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THE RESOURCES OR CONTENT ARE LIMITED TO DIRECT DAMAGES INCURRED BY THE OTHER PARTY NOT EXCEEDING \$100 OR, IF GREATER, THE MINIMUM LIABILITY PERMITTED UNDER CONTROLLING LAW. IN NO EVENT WILL NIMBELINK BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

Users and the organizations on behalf of which they are using the Resources, Content or Support Services, will hold harmless and indemnify NimbeLink and its affiliates, officers, directors, employees and agents from any claim, suit, legal action, or demand arising from or relating to: (i) the accessing or use of the Resources, Content, Support Services by that User or organization or (ii) any violation of these Terms by that User or organization, including, but not

limited to, all costs, liability, expense, and judgements incurred by NimbeLink or arising in connection with any such claim.

8. Termination of This Agreement

These Terms will remain in effect, as amended, for all periods in which User access or uses the Resources.

User may bring the agreement between it and NimbeLink under these Terms to an end by ceasing to access and use all Resources.

9. General Provisions

No failure by either NimbeLink or any User to exercise, and no delay in exercising, any right hereunder shall operate as a waiver or that or any future right under these Terms.

If any one or more of the provisions of these Terms is or becomes invalid, void, illegal or unenforceable, the remaining provisions will not in any way be affected, prejudiced or impaired.

The agreement of NimbeLink and User to these Terms is personal to each and there are no intended third party beneficiaries of this agreement.

This agreement is not assignable by either party in whole or in part without the written consent of the other except to any of its majority owned affiliates or to the acquiring person or the merged entity in the event of a merger or a sale of all or a substantial portion of such party's assets or stock.

Neither party shall be liable for any failure or delay in fulfilling the Terms due to fire, strike, war, civil unrest, terrorist action, government regulations, Act of Nature, supply chain disruption or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure.

The laws of State of Minnesota govern this Agreement and all transactions hereunder exclusive of any provisions of the United Nations Convention on the International Sale of Goods and without regard to principles of conflicts of law. The parties hereto agree that they shall commence any action with respect to any claims or disputes pertaining to this Agreement or to any matter arising out of or related to this Agreement in the United States District Court for the District of Minnesota, so long as the action falls within the subject matter jurisdiction of such Court; in the event any such action shall be determined to be outside its subject matter jurisdiction, then the parties agree to commence any such action in the Minnesota State Courts located within Hennepin County, Minnesota. The parties expressly submit and consent in advance to such jurisdiction in any action or suits commenced in any such Court and hereby waive any objection based upon lack of personal jurisdiction, improper venue or *forum non conveniens*. The parties hereto expressly waive any right they may have to a jury trial and agree that any proceedings under this Agreement shall be tried by a judge without a jury.

These Terms constitutes the complete agreement between the parties respecting the subject matter. This Agreement may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. This Agreement supersedes all previous agreements between the NimbeLink and the Customer, whether oral or written, regarding subject matter hereof.