

## TELTONIKA TERMS OF SERVICE

### 1. PARTIES AND CONCLUSION OF THE AGREEMENT

- 1.1. These terms of service (**Terms of Service** or **the Agreement**) define the legally binding terms of use for the service and any software required to deliver the service.
- 1.2. Terms of Service are made between the entity named in the main account of the service (**Customer**) and one of the Teltonika entities, who provide the relevant services (UAB "TELTONIKA", UAB "TELTONIKA TELEMATICS", UAB "TELTONIKA NETWORKS", UAB "TELTONIKA TELEMEDIC", UAB "TELTONIKA EMS") (**Teltonika**).
- 1.3. Your consent to be legally bound by the Terms of Services is expressed at the time of registering your account or at the time of first access to your account, by ticking the "Accept" box, clicking "Register", "Signup", "Login" or any other equivalent button.
- 1.4. If you are entering into this Agreement on behalf of your employer or other legal entity, you represent that you have the legal authority to bind Customer. Customer's continued use of services and software provided by Teltonika constitute assent to the Agreement. If Customer does not unconditionally agree to all of the terms of this Agreement, you must cancel your registration or login process and you are not permitted to use the service or the software.
- 1.5. By entering into this Agreement you also represent that you will use the services only for business purposes. The services are not designed for and not provided to consumers.

### 2. SERVICES

- 2.1. Subject to Customer's full compliance with the terms and conditions of this Agreement, Teltonika will provide the Customer with a subscription to access its cloud-based services:
  - 2.1.1. networking device monitoring and management system (RMS <https://wiki.teltonika-networks.com/view/RMS>);
  - 2.1.2. tachograph files management and storage system (WEB Tacho <https://teltonika-gps.com/product/tachograph-web/>);
  - 2.1.3. remote firmware and configuration change system (FOTA Web <https://teltonika-gps.com/product/fota-web/>);
  - 2.1.4. fleet monitoring and fleet management system (TAVL WEB <https://teltonika-gps.com/product/tavl-web/>);
  - 2.1.5. query support management system (VIP HelpDesk <https://viphelpdesk.teltonika.lt/>);
  - 2.1.6. other IoT related network management, connectivity services, security services, router operating systems, and other related services, including any Platform APIs or SDKs, mobile apps, provided by Teltonika through the Internet as described at Teltonika Wiki Knowledge Base or as otherwise documented and made available to Customer upon request by Teltonika (collectively referred to as the "**Service**").

- 2.2. Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Teltonika or its third party providers.
- 2.3. The Service components, functionalities and parameters are described in the Wiki Knowledgebase of Teltonika. Any Service is subject to modification from time to time at Teltonika's sole discretion, for any purpose deemed appropriate by Teltonika. Teltonika will use reasonable efforts to give Customer prior written notice of any material modifications. Teltonika may also decide to discontinue the Service or any component of the Service by giving reasonable prior notice to Customer.

### 3. FEES AND PAYMENT TERMS

- 3.1. Unless otherwise notified by Teltonika when granting access to the Service or when ordering Teltonika Products or Service (e.g. in the purchase orders), the Service is provided without charge.
- 3.2. Certain Service may be available for trial period. After the trial period ends the Customer will be charged a monthly subscription fee.
- 3.3. Paid Service are provided on a monthly subscription basis and are payable in advance by Customer (pay-as-you-go). If Teltonika does not receive payment until the beginning of next subscription month, the relevant Service may be automatically suspended. If suspension due to non-payment lasts longer than three months, the Service subscription may be terminated.
- 3.4. Pricing for paid Service will be communicated to Customer by Teltonika at the time of granting access to the Service, in the purchase order for products, or otherwise published by Teltonika on the relevant Service webpage. The pricing is subject to change not more often than twice per year upon prior notice of 30 days. If Customer does not agree with the changed pricing, they may cancel the subscription.

### 4. SERVICE LEVELS AND SUPPORT

- 4.1. **Service Level.** For paid Service subscriptions Teltonika will undertake commercially reasonable efforts to make the Service available at least 95 % of time, or as otherwise documented and made available by Teltonika to Customer, except for Teltonika's right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Teltonika's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").
- 4.2. **Support.** As part of support the Customer may access and use Teltonika VIP helpdesk system, Wiki Knowledgebase and crowd support forums available at the relevant Service website and use otherwise available support tools as documented on the relevant Service website and made available by Teltonika to Customer. The parties may further separately agree on specific type of support to be provided to Customer. Customer will designate an employee who will be responsible for all matters relating to this Agreement.

### 5. RESTRICTED USES

- 5.1. Customer will not, and will not permit any third party to:

- 5.1.1. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law);
  - 5.1.2. modify, translate, or create derivative works based on the Service;
  - 5.1.3. use the Services for time-sharing or service bureau purposes or for any purpose other than its own internal use, use the Services in connection with any high risk or strict liability activity;
  - 5.1.4. use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation;
  - 5.1.5. run or use any processes that run or are activated while Customer is not logged on to the Services or that “crawl,” “scrape,” or “spider” the Service; or
  - 5.1.6. use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Teltonika, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs).
- 5.2. Customer will cooperate with Teltonika in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Teltonika may reasonably request. Customer will also cooperate with Teltonika in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.
- 5.3. Customer is responsible for all acts and omissions of its employees, subcontractors, and anyone to whom Customer provides access to the Service or that is using or accessing the Service on Customer’s behalf (**Agents**) (including any breaches of this Agreement) as if Customer committed such act or omission itself. Teltonika may exercise any rights and/or remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.
- 5.4. As a condition of Customer’s use of the Services and with respect to third-party claims, Customer agrees to indemnify, defend, and hold harmless Teltonika, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, licensors, contractors, suppliers, successors, and assigns from and against any judgements, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from Customer’s and/or its Agents use of the Service or related products, or from or

attributable to any breach by Customer and/or its Agents of Customer's obligations established herein or any privacy, employee, or consumer protection right that is implicated herein and by the Service, or Customer's and/or its Agents infringement, or the infringement or use by any other user of Customer's account, of any intellectual property or other right of any person or entity. All indemnification duties shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Agreement or Customer's and/or its Agents use of the Services.

- 5.5. Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Teltonika's knowledge or consent.
- 5.6. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICES, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). TELTONIKA AND ITS THIRD PARTY LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK APPLICATIONS.

## 6. CONFIDENTIALITY

- 6.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by Teltonika is Teltonika Proprietary Information. Customer will obtain agreement from its Agents that it will treat Teltonika Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.
- 6.2. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

- 6.3. Customer acknowledges that Teltonika does not wish to receive any Proprietary Information from Customer that is not necessary for Teltonika to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Teltonika may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.
- 6.4. Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers and such are bound by the terms of a similar confidentiality agreement with at least as restrictive covenants to protect such information.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Except as expressly set forth herein, Teltonika alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to Teltonika. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.
- 7.2. Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service (**Content**) and the intellectual property rights with respect to that Content. If Teltonika receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation ("**Claim**"), Teltonika may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Teltonika from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

## 8. USE OF DATA

- 8.1. By using or accessing the Service, Customer hereby grants to Teltonika a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "**Data**" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Teltonika in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.
- 8.2. Notwithstanding anything else in this Agreement or otherwise, Teltonika may monitor Customer's use of the Service and Customer Information, and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service (**Teltonika Data**), and may make such information publicly available, provided that such information does not identify

Customer or Customer's Proprietary Information. Teltonika shall own all right, title and interest in and to the Teltonika Data. To the extent needed to perfect Teltonika's ownership in the Teltonika Data, Customer hereby irrevocably assigns all right, title and interest in such Teltonika Data to Teltonika.

- 8.3. The Service may make use of directly non-identifiable location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Teltonika to provide the Service and to ensure the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy. By using location services, Customer consents to Teltonika and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.
- 8.4. Customer represents and warrants to Teltonika that it has a lawful basis to use location related Service and provided location data as well as other personal data to be processed by Teltonika on behalf of Customer, and that Customer has complied with all applicable transparency obligations to notify the data subjects about, or obtained informed consents for, such transfer and processing of their personal data. The terms of Data Processing Agreement published at <https://teltonika-iot-group.com/policies-certificates/data-processing-agreement/> shall apply to Teltonika's processing operations carried out with the personal data provided by Customer during use of Service, which shall be hereby incorporated by reference to this Agreement and shall be binding on the Parties.
- 8.5. During the term of this Agreement, Customer will supply Teltonika with contact details for Customer's employees, contractors and/or representatives (**Contact Data**) in order for Teltonika to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer's employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). Teltonika hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations and in compliance with the Teltonika Privacy Policy <https://teltonika-iot-group.com/policies-certificates/privacy-policy/>. Customer shall notify Teltonika as soon as reasonably practicable of any amendments required to the Contact Data either through VIP helpdesk system or directly to responsible sales manager.
- 8.6. **Location of data.** Teltonika cannot guaranty that your data is hosted on servers located in your jurisdiction, therefore you are solely responsible to comply with any data localisation requirements and should not use the Service in breach of those requirements.

## 9. SUSPENSION

- 9.1. Notwithstanding anything to the contrary, Teltonika reserves the right to suspend or limit Customer's access to the Service if Teltonika determines, in its sole discretion, that Customer's use of the Service does or is likely to:
  - 9.1.1. damage the Service or interfere with Teltonika's ability to reliably provide the Service to other users;
  - 9.1.2. place an unreasonable or unexpected load on the Service;

- 9.1.3. there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services;
  - 9.1.4. Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Teltonika's systems or any other user of the Services, or may subject Teltonika or any third party to liability;
  - 9.1.5. Customer is misusing the Services or using the Services for fraudulent or illegal activities;
  - 9.1.6. subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
  - 9.1.7. Customer is using the Services in breach of the Agreement;
  - 9.1.8. Customer is in default of Customer's payment obligations hereunder; or
  - 9.1.9. there is an unusual spike or increase in Customer's use of the Services  
(collectively, "**Service Suspensions**").
- 9.2. Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Services being suspended as a result of the actions of other users.
- 9.3. Teltonika will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service Suspension.
- 9.4. Teltonika will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

## 10. TERMINATION

- 10.1. This Agreement shall continue until terminated in accordance with this Section.
- 10.2. Customer may cancel their subscription to any Service anytime. After cancellation, the subscription for the relevant Service will end at the end of the current subscription period.
- 10.3. If your subscription to any Service is suspended for more than three months, your subscription will automatically terminate after end of the third month of suspension.
- 10.4. If all subscriptions end upon cancellation or termination, the Agreement will automatically terminate upon end of the last subscription.
- 10.5. Teltonika may terminate provision of any Service and terminate the Agreement by 30 days' notice to Customer.
- 10.6. Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement.

- 10.7. After termination, Customer will be provided 30 days term to download any Customer Data accumulated during the use of the Service via the download tools that are available as part of the Service, or, where such tools are not available, by contacting us at [privacy@teltonika.lt](mailto:privacy@teltonika.lt). After end of such term, Teltonika will automatically remove all Customer Data associated with Customer's subscriptions and use of the Service.
- 10.8. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.
- 10.9. Customer agrees that upon any termination or cancellation of this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Teltonika at Customer's request or any pre-paid Fees for subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation.

## 11. WARRANTY DISCLAIMER

- 11.1. Teltonika will make commercially reasonable efforts to make Services function essentially in accordance with their description published at the relevant Service webpage and will take commercially reasonable efforts to implement security and resilience measures in relation to the Service.
- 11.2. Teltonika DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND Teltonika PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE.
- 11.3. Teltonika MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY OF THE SERVICE. Teltonika SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

## 12. LIMITATION OF LIABILITY

- 12.1. Teltonika will not be liable for any loss resulting from a cause over which it does not have direct control.
- 12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL Teltonika OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL



DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA OR ITS INTEGRITY, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF Teltonika OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. THE TOTAL LIABILITY OF Teltonika AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL BE LIMITED ONLY TO DIRECT DAMAGES DEMONSTRATED BY SUFFICIENT EVIDENCE AND WILL NOT EXCEED, IN THE AGGREGATE OF THE FEES PAID TO Teltonika HEREUNDER IN THE THREE MONTHS PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### 13. MISCELLANEOUS

13.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. This Agreement is not assignable, transferable or sublicensable by Customer except with Teltonika's prior written consent. Teltonika may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

13.3. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Teltonika, except as otherwise provided herein.

13.4. Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

13.5. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Teltonika in any respect whatsoever.

13.6. The laws of the Republic of Lithuania apply to and govern the Agreement. Any dispute, arising out of or relating to this Agreement, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via parties' e-mails. The number of arbitrators shall be one. The seat and place of arbitration shall be Vilnius. The language of arbitration shall be English. The laws of Lithuania shall be applicable to this arbitration clause and the dispute.

- 13.7. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 13.8. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail.
- 13.9. Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any changes to this Agreement or otherwise notify Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel Customer's Subscription.
- 13.10. No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.