

nRF Cloud

Terms of Service

CONTENTS

Terms of Service.....	2
1. Introduction	2
2. The Service.....	2
3. Compatible Products.....	2
4. Acceptable use.....	3
5. Payment conditions	3
6. Feedback.....	3
7. Subcontractors, API and third party services.....	3
8. Intellectual property rights	3
9. Data.....	4
10. Indemnities	4
11. Data privacy	5
12. Planned maintenance	5
13. Errors	5
14. Suspension	5
15. Term, termination.....	6
16. Breach of agreement	6
17. Liability.....	6
18. Export compliance	6
19. Taxes	7
20. Confidentiality.....	7
21. Contract changes	7
22. Assignment	8
23. Force majeure	8
24. Dispute resolution and governing law	8
Annex 1 – Specific terms for location services.....	9
1. Location services.....	9
2. Caching.....	9

TERMS OF SERVICE

1. INTRODUCTION

These Terms of Service contain the terms and conditions that govern your use of nRF Cloud (“The Service”). The Service is offered by Nordic Semiconductor ASA (“Provider”).

These Terms of Service take effect when signing up for an account at nrfcloud.com and clicking an “I Accept” button or check box, or when executing an Order Form referencing these Terms of Service (“Effective Date”). By doing so, you or the organization you represent (hereafter referred to as “You”, “Your” or the “User”) agree to these terms and conditions as well as the terms and conditions in any documents referenced to herein (“Terms of Service”).

If you are entering into these Terms of Service for an organization, you represent that you have legal authority to bind that organization.

2. THE SERVICE

You may access and use the Service in accordance with these Terms of Service. Revenue services, meaning additional services provided by Provider available for individual activation and subject to specific costs and terms (“Revenue Services”) may be individually activated and are subject to additional charges and terms, as specified during the self-serve activation process or in your Order Form.

Use of the Service for any commercial applications requires additional and specific enabling of the Service for commercial applications. Unless otherwise specified in an Order Form or in any specific terms for any Revenue Services, You may only use the Service for non-commercial applications, such as development, internal evaluations or educational purposes.

The Service and included functionality is under continuous development and is offered on an as-is basis without any warranty of a specific service level or availability of the Service or its functionality.

Parts of the Service may be changed or discontinued as a part of the continuous development of the Service. If reasonably possible, Provider will provide prior notification if material parts of the Services is changed or discontinued.

3. COMPATIBLE PRODUCTS

The Service is intended to only be used with products sold by Provider (for example the Nordic Thingy:52 or the nRF9160 DK), or products which incorporate the Provider’s products (for example a third-party end-product incorporating the Nordic nRF52- or 53-series SOCs) (“Compatible Products”).

The Service shall only be used with Compatible Products from Provider. Compatible Products are sold separately and subject to separate terms and warranties. These Terms of Service apply solely to the Service and does not govern the purchase or use of Compatible Products.

4. ACCEPTABLE USE

The Service shall be used in compliance with these Terms of Service, and all laws, rules and regulations applicable to User's use of the Service. User will comply with the at any time applicable Acceptable Use Policy, found at <https://www.nrfcloud.com/aup.pdf>.

Except to the extent caused by the Provider's breach of these Terms of Service, User is responsible for all activities that occur under its account, as well as any compliance with these Terms of Service, including the Acceptable Use Policy, regardless of whether or not the activities are authorized by User or undertaken by User's employees or third parties (such as its contractors, agents, affiliates, customers or end users).

5. PAYMENT CONDITIONS

All fees are payable in accordance with the terms of any Revenue Services or as specified in an Order Form. Payment shall be done using one of the payment methods supported by Provider. User may not set off any fees against any claim User may have towards the Provider.

Failure to submit payment when due entitles Provider to claim interest on any overdue amount in accordance with the Late Payment Interest Act of Norway. Any notification of claims for payment of overdue amounts can be submitted electronically. All prices in these Terms of Service are excluded VAT. Provider may increase or add new fees by giving at least three months prior notice.

6. FEEDBACK

User may provide feedback, analysis, suggestions and comments (including, but not limited to, bug reports, test results, design suggestions or ideas) related to the Services (collectively, "Feedback"). Upon being provided Feedback, Provider shall be granted an unrestricted, free of charge and non-revocable right to use all or part of the Feedback or any derivative thereof in any manner.

7. SUBCONTRACTORS, API AND THIRD PARTY SERVICES

The Service may allow for integrations, through APIs or similar, with third party services. The Provider does not control, and may not be held liable for, any functionality, feature or lack thereof, or any defect or similar, in any third party services or integrations.

The Service incorporates services from subcontractors used to provide the Services. User understands and accepts that the terms and conditions from these subcontractors are integrated into these Terms of Service to the extent applicable for User's use of the Service.

8. INTELLECTUAL PROPERTY RIGHTS

The Provider retains all rights to all elements of the Service. The User does not receive any license or usage rights beyond what is explicitly stated in these Terms of Service. The Provider does not receive any license or usage rights to any data submitted by Provider, except as specified in section 9.

9. DATA

User retains ownership to all data submitted by User when using the Service, as well as any data generated by their use of the Service ("User Data").

Provider shall be granted a non-revocable and free of charge license to use all User Data for the purpose of

- i) providing the Service to the User in accordance with and during the term of these Terms of Service,
- ii) complying with any applicable legal requirements,
- iii) detecting, managing and defending against security incidents or protecting against fraudulent or illegal activity,
- iv) establishing, exercising or defending itself against any legal demands or proceedings,
- v) developing, maintaining or improving the quality of its existing or any potential new products and services,
- vi) to compile, collect, copy, modify, publish and use anonymous and aggregated data generated by or based on the User Data, for analytical, statistical, benchmarking and business purposes, provided that any such data shall not contain any reference to, and shall not be attributable to, User.

10. INDEMNITIES

Subject to the limitations in this Section 10,

- (a) Provider will defend and indemnify User against any third-party alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (b) User will defend and indemnify Provider, its affiliates, and their respective employees, officers, and directors against any third-party alleging that any User Data infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (c) User will defend and indemnify Provider, its affiliates, and their respective employees, officers, and directors against any direct claims from User's employees or third parties (such as its contractors, agents, affiliates, customers or end users) and will pay the amount of any adverse final judgment or settlement.
- (d) User will defend and indemnify Provider, its affiliates, and their respective employees, officers, and directors against any losses caused by User's use of the Service in violation of these Terms of Service, as well as all laws, rules and regulations applicable to User's use of the Service

Neither party will have obligations or liability under this Section 10 arising from infringement by combinations of the Services or User Data, as applicable, with any other product, service, software, data, content or method. In addition, Provider will have no obligations or liability arising from User's use of the Services after Provider has notified User to discontinue such use. The remedies

provided in this Section 10 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by User Data.

For any claim covered by Section 10 (a), Provider will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or User's access to the Service.

The obligations under this Section 10 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

11. DATA PRIVACY

User acknowledges that the Service is not designed for processing of any personal data. User will not, and will not permit, any of its employees or third parties (such as its contractors, agents, affiliates, customers or end users) to submit any personal data or process any personal data through the Services.

12. PLANNED MAINTENANCE

Necessary maintenance of the Service may imply a stop or reduction in availability of the Service. The Provider will provide its best effort to inform the User of any planned maintenance activities and limit the impact of any planned maintenance on the availability of the Service. The effects caused by planned maintenance do not constitute an error.

13. ERRORS

There is an error if i) the Service or a material function of the Service is inaccessible, ii) the functionality of the Service is reduced, iii) the response time of the Service is increased, or (iv) the data output or result from the Service is not correct, and this is caused by circumstances which are the responsibility of the Provider. The User acknowledges that errors might occur from time to time and waives any right to claim compensation as a result of errors in the Service.

When an error occurs, User shall notify the Provider of the error and provide a description of the error situation. The Provider will use reasonable commercial effort to correct the error within reasonable time. If requested by the Provider, the User shall provide necessary assistance in order to reproduce and identify the error situation.

14. SUSPENSION

The Provider may suspend the User's access to the Service if due payment has not been submitted within 15 days after due date. The Provider shall, where practically possible, provide at least five days prior written notification before any suspension of the Service is implemented. The Provider

may also suspend any other assistance or deliverable pursuant to these Terms of Service or any other agreement between the parties until such payment has been done.

The Provider can with immediate effect close or suspend access to the Service if the User or any of its employees or third parties (such as its contractors, agents, affiliates, customers or end users) abuse the Service, violates the Acceptable Use Policy or otherwise is in breach of its obligations under these Terms of Service.

15. TERM, TERMINATION

These Terms of Service run from the Effective Date and will remain in effect until terminated by one of the parties. Either party may terminate these Terms of Service in writing with three months' notice.

Upon termination of these Terms of Service, the User may in writing request the Provider to hand over all User Data that is stored in the Service. Submission of User Data shall be done in a suitable format and on a medium chosen by the Provider.

16. BREACH OF AGREEMENT

There is a breach of these Terms of Service if one of the parties do not meet their obligations as defined in these Terms of Service. To the extent Provider attempts to repair errors in accordance with section 13, such errors shall not be deemed as a breach of Provider's obligations.

17. LIABILITY

The User may claim damages for direct documented losses that the User suffers as a result of the Provider's breach of these Terms of Service. The Provider is not liable for indirect or consequential losses including, but not limited to, lost revenue or profit, cost of substitute purchase, losses caused by delayed start or disruption of production, deprivation or losses caused by lost data, claims from User's end users or customers, third party claims or governmental fines.

The maximum accumulated damages shall under all circumstances be limited to an amount equal to 25% of the total amount actually paid to Provider during the last 12 months. If the effective term of these Terms of Service is less than 12 months, the amount shall be equal to the total amount actually paid to Provider during the last three months.

18. EXPORT COMPLIANCE

In connection with these Terms of Service, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to an entity where the Service is used or provided including the US Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the US Office of Foreign Assets Control. For clarity, User is solely responsible for compliance related to the manner in which User chooses to use the Service, including transfer and processing of User Data, the provision of User Data and / or Services to, or utilization by, User's end users, customers and other third parties.

User represents and warrant that User and its financial institutions, or any party that owns or controls User or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

19. TAXES

All prices in these Terms of Service are exclusive of all direct and indirect taxes, charges, fees and duties, including but not limited to any customs duties or withholding tax, imposed on the Service or any other deliverable from the Provider. The User will bear any tax costs including any applicable local withholding taxes.

If payment under these Terms of Service is or becomes subject to local withholding tax or similar, the User will, at its own initiative, add such tax to the payments to Provider and subsequently submit to the Provider the corresponding receipt from the appropriate government authority evidencing payment of such withholding taxes (or similar), allowing the Provider to apply for the corresponding tax refund.

20. CONFIDENTIALITY

Subject to the limitations of these Terms of Service, Provider shall keep confidential all User Data, as well as any other information submitted by the User to the Provider in relation to the Provider's provision of the Service. Provider shall ensure that such confidential information shall only be disclose to the affiliates directors, officers, employees, consultants and agents who (i) are required to have the information for the purposes of these Terms of Service, (ii) are informed of the confidential nature of the information and (iii) are bound to protect the information as stated in this section 20.

The confidentiality obligation does not apply for any confidential information which the Provider is obligated to disclose in accordance with a legitimate request for information under applicable law to which the Provider is subject. To the extent permissible under applicable law, the Provider shall give the User prompt written notice of any such specific request to disclose.

21. CONTRACT CHANGES

The Provider reserves the right to change the content of these Terms of Service. The Provider will notify the User of any material changes to the contract within reasonable time before the changes become valid.

By continuing to use the Service after the effective date of any changes to these Terms of Service, User agrees to be bound by the changed terms. User is responsible to check <https://www.nrfcloud.com/tos.pdf> regularly for changes to these Terms of Service.

22. ASSIGNMENT

The Provider may transfer its rights and obligations under these Terms of Service to a third party to the extent the third party has the intention to continue deliver the Service. The User's transfer of its rights and obligations under these Terms of Service shall be subject to the Provider's written authorization, which shall not be unreasonably withheld.

23. FORCE MAJEURE

If the fulfillment of these Terms of Service in whole or partly is prevented or to a major degree made difficult by circumstances that are outside the parties' control, their respective obligations shall be suspended to the extent the circumstances are relevant, and then for so long time as the circumstances last. Such circumstances include, but are not limited to labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, governmental instruction or guidance, pandemics and any other circumstance that according to Norwegian law is considered force majeure.

Each party is entitled to terminate these Terms of Service with one month's written notice, if the force majeure situation makes it particularly burdensome for that party to maintain its obligation under these Terms of Service.

24. DISPUTE RESOLUTION AND GOVERNING LAW

These Terms of Service shall be subject to Norwegian law and the exclusive jurisdiction of Norwegian courts. The parties have agreed on Oslo city court as their legal venue.

ANNEX 1 – SPECIFIC TERMS FOR LOCATION SERVICES

1. LOCATION SERVICES

Location Services are any functionality or feature within the Service which allow the User to obtain an indication of the physical location of its Compatible Product.

2. CACHING

Caching or storing location data for the purposes of building a repository of location assets or scaling one request to serve multiple end users is prohibited. User may not use the Service in a manner that pre-fetches, caches, or stores data or results, except:

- i) as explicitly allowed by caching headers (HTTP/1.1 standard) returned by the Service;
or
- ii) to the extent User is storing or caching for no more than 24 hours.