

EULA

End User License Agreement (EULA)

Unless otherwise agreed, this End User License Agreement (“**Agreement**”) is a legal agreement between you and Akamai Technologies Ireland Limited (“**Akamai**”) or one of its affiliates which governs your access to and use of the services provided by Akamai through our Partners, Resellers or Direct channels. Your use of the Akamai services that are offered within the SIA Mobile brand, specifically SIA Mobile, SIA IoT Private Access or SIA Mobile Private Access and any official apps relating to the **services** you have purchased, referred to by name in your contract (hereafter “the service(s)”), are subject to the terms of this Agreement as set out below. By selecting the “I Agree” option, you are agreeing, personally and on behalf of your organization, as applicable, to be bound by this Agreement. Your right to use the service is expressly conditioned on acceptance of this Agreement. If you are using the service(s) on behalf of your organization, you represent and warrant that you are duly authorized by your organization to enter into this Agreement on its behalf. If you do not have this authority or if you do not agree to all the terms below, please close the window.

1. Information

If you have any questions about this Agreement and any other terms or conditions in relation to the service(s), please contact us at asvsupport@akamai.com

2. Terms and Conditions

Unless otherwise agreed, subject to the terms of this Agreement, Akamai hereby grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access, install and use the service(s) (including any software components that may be downloaded onto your devices or computers, or onto those of your end users, defined below) solely for your internal business purposes as permitted in these terms. Subject to the limited rights expressly

granted above, Akamai reserves all right, title, and interest in and to the service, its underlying technology, and all intellectual property and proprietary rights therein. You acknowledge that no rights are granted to you other than as expressly set forth in this Agreement. You agree to abide by all applicable national and international laws in connection with the use of the service, including those related to data protection, privacy, international communications, and the transmission of technical or personal data. Akamai may make additional services available to you that are provided, in whole or in part, by other parties (e.g., mobile device management services), and you acknowledge that any third-party services that you use in connection with the service(s) are not part of the service(s). You further acknowledge that these terms do not apply to any third-party service providers and your use of those services may require you to agree to additional terms with Akamai and/or the third-party service provider. You acknowledge and agree that the use of a Wi-Fi network will be subject to the terms and conditions of the provider of that Wi-Fi network. Akamai shall not be liable for any failure to use the service(s) and/or loss suffered by you because of the use of a Wi-Fi network.

3. Responsibilities

You acknowledge that Akamai's ability to deliver the service(s) is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Akamai. Akamai shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the service(s) and notify Akamai if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the service(s). Akamai is not responsible for your actions on the network and/or Wi-Fi.

The service(s) may include the ability to send SMS notifications to your end-users. You are solely responsible for notifying your end-users that you may send them SMS notifications and that standard rates for receiving such notifications may apply. You shall only use the SMS notification functionality in the service(s) for notices reasonably related to the service(s). You undertake that you shall only send SMS notifications where permitted to do so by applicable law.

The service(s) may also include mobile device management ("MDM") services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible

for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law.

Unless otherwise agreed, in addition to any of its other rights or remedies, Akamai reserves the right to suspend or terminate your access to all or a portion of the service(s), without liability, if Akamai suspects that your use of the service(s) is harming or threatening to harm Akamai's systems, you fail to pay any amounts properly due to Akamai, Akamai's Resellers or Partners, or in Akamai's opinion you have violated your responsibilities or breached any of the provisions of this Agreement.

In relation to the use of the service(s), you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the service(s), whether in whole or in part, or any content displayed on the service(s).
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the service(s).
4. You shall not access or view the service(s) in order to build a similar or competitive website, product, or service to the service(s).
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Akamai customers.
6. You shall not install and/or use the service(s) on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the service(s).
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Akamai (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no

authority to bind that third party, or you are pretending to be a third party).

10. You shall not use the service(s) in any way that is unlawful, fraudulent, or deceptive, or has any unlawful, fraudulent, or deceptive purpose or effect.
11. You shall not sell any products or services purchased through the service(s), without Akamai's express permission.
12. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.
13. You shall not execute any form of network monitoring which will intercept data not intended for you.
14. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the service(s) in any form or by any means, except as otherwise permitted in this Agreement.
15. Your use of the service(s) must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
16. You shall not use the service(s) to upload, post, share or otherwise make available on the service(s) any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.
17. You shall display and retain all copyright and other proprietary notice on the service(s) (or on any content displayed on the service(s)) and such must be retained on all copies thereof.
18. You shall not use the service(s) to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or

of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.

19. You shall not attempt to gain unauthorized access to the service(s), its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the service(s) and the server. You shall not attack the service(s) via a denial of service attack. You will not misuse the service(s) by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offence and Akamai may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the service(s) will cease immediately.
20. You shall not use the service(s) to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
21. You shall provide Akamai with accurate and complete information and acknowledge that Akamai's ability to deliver the service(s) is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Akamai. Akamai shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
22. You shall not access the service(s) through the use of any mechanism other than through the use of an authorized connection.
23. You shall use reasonable endeavours to prevent any unauthorized access to, or use of, the service(s) and, in the event of any such

unauthorized access or use, if you have purchased the service(s) directly from Akamai you must immediately notify Akamai by email to privacy@akamai.com, otherwise you should report to your controller or upstream processor, referring to your contracts for these details.

4. Enforcement Rights

Akamai is not obligated to monitor the access or use of the service(s), but Akamai reserves the right to do so for the purpose of operating the service(s), to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Akamai may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Akamai may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. In addition to any of its other rights or remedies, Akamai reserves the right to suspend or terminate your access to all or a portion of the service(s), without any liability, if Akamai suspects that your use of the service(s) is harming or threatening to harm Akamai's systems, you fail to pay any amounts properly due to Akamai, Akamai's Resellers or Partners or in Akamai's reasonable opinion you have violated your responsibilities. Akamai reserves the right to investigate any violation of these terms and any conduct that affects the service(s).

5. Data Protection

For the purposes of this clause, personal data, data processor and data controller shall have the meaning given to them in the relevant Data Protection and GDPR legislation (the "Data Protection Legislation"). You agree to comply with your obligations and Akamai agrees to comply with its respective obligations under Data Protection Legislation in all regions where we operate.

Where GDPR is not the primary Data Privacy Legislation for the region or location of service use, "personal data" will be defined data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of Akamai.

You acknowledge and agree that you are the data controller and Akamai is the data processor in respect of all personal data processed by Akamai on your

behalf in accordance with this Agreement. You acknowledge that Akamai has no control over or responsibility for how you handle your personal data.

Akamai (and its affiliates) will only act on your instructions regarding the processing of personal data which you have provided to Akamai for the purposes of receiving and operating the service(s). Akamai will comply with your instructions as to how you want Akamai to use such personal data, subject always to applicable laws.

Akamai will ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.

Although Akamai has undertaken these measures, Akamai cannot guarantee that your personal data is secure when it is sent or transferred by unsecured means.

You acknowledge and agree that Akamai and its affiliates (being any related entity, subsidiary or holding company of Akamai) is required to make use of data (which may include personal data) sent from end-users' devices and computers in order to perform the service(s). You further acknowledge and agree that Akamai and its affiliates may also make use of this data to generate anonymous statistical data for product development purposes.

Akamai and its affiliates may collect and process the following data in relation to the service(s) for:

- Admin console access and to receive alerts from the service an email address is required.
- Device's using the service: device number (MSISDN & IMEI), time and date when using the device to access the network over mobile data or Wi-Fi, amount of data sent and received, location of access, websites accessed and the type of website accessed, website access attempts blocked and the type of website access attempt blocked due to policy enforcement actions. For managed devices (i.e., devices where the service(s) are used as the mobile device manager), then the service(s) may collect the names of applications installed on the device. The application name data will only be collected if you enable the App Control feature in the services(s) management portal. An optional email address

and textual description can be configured for your devices. If provided, then the service(s) will collect and process this information. The email address is an option to invite a device to setup the service while the device description aids understanding of the reporting and alerting provided.

You acknowledge and agree that Akamai may sometimes disclose the above data to agents (being any person or entity authorized by Akamai to act on its behalf), resellers and/or services providers appointed by Akamai who provide services to Akamai in respect of the service(s).

In addition, Akamai may disclose such data, including personal data, in response to a court or administrative order, subpoena, discovery request or other lawful process, or otherwise, in Akamai's sole discretion, to protect the service(s) or you or any end user.

Unless otherwise agreed, in no event shall Akamai, its affiliates, employees, agents and/or distributors be liable for any costs, expenses or liabilities arising out of any breach of this clause 5 and you agree to indemnify Akamai, its affiliates, employees, agents or distributors for any lost revenue, profit, damage to reputation, business interruption or data or for special, indirect, consequential, incidental or punitive damages for any breach of this clause by you and/or your end-users.

This EULA also forms a Data Protection Agreement between you (the data controller) and Akamai (the data processor) as required by Article 28 of the GDPR.

The subject matter, duration, nature and purpose of the data processing is as outlined in this EULA. The type of personal data being processed is as outlined in Section 5 above and as specified in the service(s) [privacy notice](#). No special category data is required to use the service. Your obligations (as a Controller) are outlined throughout this EULA. Furthermore, Akamai will only process personal data received from the Controller on documented instructions of the Controller as required to perform the agreed contract (unless required by law to process personal data without such instructions) including in respect of international data transfers.

Akamai ensures that any person(s) processing personal data is subject to a duty of confidentiality. Akamai takes all measures required pursuant to Article 32 GDPR (Security of Processing) including but not limited to implementing

appropriate technical and organisational measures to protect personal data received from the Controller.

Akamai will only use sub-processors where a prior specific authorisation or general written authorisation exists to process the personal data received from the Controller. These are outlined in our [Privacy Notice](#) available in your administrative portal. Akamai will ensure that where a general written authorisation is obtained, the Controller has the opportunity to object in advance to each individual sub-Processor to be appointed by the Processor, and where such a requirement is necessary to perform the contract, the Controller can choose to leave the service.

Akamai will ensure that any sub-processors engaged are subject to the same data protection obligations as Akamai and that Akamai remains directly liable to the Controller for the performance of a sub-processor's data protection obligations. Akamai will assist the Controller by appropriate technical and organisational measures to respond to data subject rights' requests under the GDPR. Akamai will assist the Controller to ensure compliance with their obligations under the GDPR in relation to security of data processing (Article 32 GDPR), notification of data breaches (Articles 33 and 34 GDPR) and data protection impact assessments (Article 35 and 36 GDPR).

Akamai confirms that at the end of the data processing by Akamai, on completion of contract, when a customer leaves the service or on the Controller's instruction, Akamai will delete or return the personal data received from the Controller, in line with the Akamai service(s) Data Retention Policy. Akamai will make available to the Controller all information necessary to demonstrate compliance with Article 28 of the GDPR and also allows for and contributes to audits conducted by the Controller or a third party on the Controller's behalf.

For more information regarding how we process your data please see the [Privacy Notice](#) for the service(s) you are using.

6. Service Updates

We reserve the right to update, change, discontinue (temporarily or permanently) any feature or component of the service(s). By continuing to use the service(s) you accept the updates and changes to the service(s) including any changes to or removal of features or components. You agree that your obligations (including without limitation your payment obligations) are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features.

Akamai is not liable to you or any third-party for any update, change, suspension, discontinuance of any feature or component of the service(s). Akamai reserves the right to determine the timing and content of software updates, which may be automatically downloaded and/or installed without your notice.

7. Agreement Updates

Akamai may need to amend, modify, update or substitute any of the provisions of this Agreement at any time. Unless otherwise agreed, any such amendment, modification, update, or substitution will be notified to the configured Administrator Email address(es) by email. You have the right to withdraw from this Agreement if you do not accept any amendments, modifications, updates or substitution of any of the provisions of this Agreement and in such an event you must cease all access and use of the service(s) by you and all end-users. You will need to agree to the amended, modified, updated, or substituted provisions of this Agreement in order to continue to access and use the service(s) by you and any end-users.

8. Limitation of Liability

To the fullest extent permissible by Law, nothing in this Agreement shall exclude or limit Akamai's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Akamai or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the service(s) even if Akamai or its suppliers have been advised of the possibility of such damages, or such loss or damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Akamai resulting from your improper or illegal use of the service(s). In no event shall Akamai, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the service(s) be liable for any loss or damages resulting from the conduct of, or products and/or services offered by, any third party on or in relation to the service(s) or from the content posted, shared and/or uploaded by any third party to the service(s). In no event shall Akamai its affiliates, suppliers or licensors, nor any other party be liable for any loss or damages arising out of or in connection with any products and/or services provided by third

parties, including those offered on the service(s). In no event shall Akamai's or its affiliates, suppliers' or licensors liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amounts actually paid by you to Akamai in connection with the service(s).

9. Disclaimer of Warranty

To the fullest extent permissible by law, Akamai and its affiliates, suppliers and licensors, nor any other party involved in creating, producing or delivering the service(s) make no warranties, either express or implied, about the service(s). The service(s) are supplied "as is". Akamai also disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement and any warranties arising out of course of dealing or usage of trade.

Without limiting the generality of the foregoing, Akamai does not warrant that the service(s) is free from errors or that you will be able to access and use the service(s) without problems or interruptions. Akamai make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the service(s) or any information or content on the service(s). Some states do not allow the disclaimers, limitations of liability or indemnification provisions in this agreement, so they may not apply to you. Without limiting the generality of the preceding sentence, the disclaimers, limitations of liability and indemnification provisions of this agreement do not apply to New Jersey residents. Unless otherwise agreed, your exclusive remedy and the entire liability of Akamai under this Agreement will be for you to stop using the service(s) and a refund at the discretion of Akamai.

10. Indemnity

Unless otherwise agreed, you will indemnify and hold harmless Akamai and its affiliates, employees, agents and/or distributors from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses including, without limitation, reasonable legal fees arising out of or in any way connected with (i) your use of the service(s) or (ii) your breach of any of your responsibilities or any other provision of this Agreement. Akamai reserves the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you will cooperate and assist Akamai as required.

11. Cookies

The service(s) makes use of cookies to support analysis and understanding of how people interact with the service(s). We perform this analysis to help us improve the interface and effectiveness of the service(s). Akamai uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer. Please note that if you disable your Web browser's ability to accept cookies, you will not be able to successfully use the service(s). The data collection and reporting behind this analysis is currently provided by Google Analytics. Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our [cookie notice](#).

12. Suspension and Termination

Unless otherwise agreed, Akamai reserves the right, in its sole discretion and without notice to you, to suspend, terminate or modify access to the service(s) or parts thereof, if you are, or Akamai suspects that you are, failing to comply with any of the provisions of this Agreement or for any actual or suspected illegal or improper use of the service(s).

Upon termination for any reason:

1. All rights granted to you under this Agreement shall cease.
2. You must cease all activities authorized by this Agreement.
3. You must immediately pay any sums due under this Agreement.
4. You must immediately delete, remove and cease access to the service(s) from all devices on which the service(s) has been installed and all copies of the service(s) then in your possession, custody or control. Akamai may also require that you provide it with evidence of compliance with this provision.

13. General Provisions

Unless otherwise agreed in contract, this EULA between you and Akamai or one of its affiliates is governed by Irish Law.