

## **Terms and Conditions for Use of Patton Redirection Services and Server Use**

### **1. General**

This agreement explains the terms and conditions governing the use of the redirection services made available by Patton. It represents the whole agreement and understanding between Patton and the individual, corporation or organization who subscribes to the redirection service (hereinafter referred to as "user") for assistance in the provisioning of Patton devices.

PLEASE READ THIS AGREEMENT CAREFULLY. By submitting user's account application and by using the service, user agrees to comply with all terms and conditions set out in this agreement. Patton may terminate user's account(s) at any time, without notice, for conduct that is in breach of this agreement or for conduct that Patton believes is harmful to their business or the use of the service by others or is harmful to any other party.

Patton reserves the right to modify this agreement at any time, effective upon posting of the modified agreement to this URL:

<http://www.patton.com/legal>

User is responsible to read this document from time to time to ensure that user's use of the service remains in compliance with this agreement.

### **2. Services**

Patton provides an online service to users without fees for assistance in the provisioning of Patton devices by the use of an online redirection server. Patton allows users to enter the MAC address of targeted Patton devices that, when activated and with access to the internet, will be redirected to a provisioning server provided by the user.

Patton provides this service royalty-free, but retains the right to change this policy at any time.

Services are provided on the basis of service-, facility-, and equipment availability. Patton reserves the right to not provide one or more services where necessary facilities, equipment, or services are not available for any reason whatsoever. Patton retains all future rights to change any aspect of this services including fees for access or charging for volume use.

### 3. Term / Termination

Patton offers redirection services to users without term restriction. Users may request to cancel their Patton account at any time without any fees or obligations.

Patton reserves the right to terminate user accounts for breach of any term or provision within this agreement.

### 4. User Responsibility

Users will provide their email address and select a password. The email address and password is used for user verification. It is user's responsibility to select a secure password and safeguard it from unauthorized use. Patton WILL NOT BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF USER'S ACCOUNT DUE TO BREACHED PASSWORD.

User is responsible for maintaining accurate account information, including contact information, at all times. Such information can be updated within User's redirection service account.

It is User's responsibility to verify that the MAC addresses used with this service belong to a device that User either owns or otherwise has under his control. Should User use the MAC address of a device that does not meet this criteria, User has the obligation to take it off the service. If User fails to do that, Patton has the right to remove the MAC from the service and/or ban User from using the service and terminate this agreement. If user abuses the right to claim MAC addresses that do not meet the criteria, Patton has the right to claim damages from user.

#### **Reseller:**

Users with reseller status are able to create and maintain sub-groups and Users of these sub-groups, mainly to directly offer this service to their customers and offer value added services. Resellers are responsible for their sub-group users and must ensure that they comply with the terms of the present agreement as well.

### 5. Notices

User agrees that, unless other instructions are posted on Patton's website, any notices required to be given under this agreement will be deemed to have been given if delivered by email or fax or sent by registered mail to each of the parties in accordance with the most current contact information the User has provided to Patton, and the contact information for Patton posted on the Patton website. All notices shall be effective upon receipt except that email and fax notices shall be effective upon transmission.

## 6. Privacy

The Patton privacy statement sets out Patton's obligations with respect to the safeguarding, collection, and use of User's personal or business information and may be subject to modification from time to time. Changes are effective upon posting of the modified agreement to this URL:

<http://www.patton.com/legal/privacy.asp>

Information is not disclosed or sold to any third parties.

## 7. Service Interruption

Patton may suspend the service at any time for any duration of time when necessary, without penalty or liability to Patton. User agrees that it may be necessary for Patton to temporarily suspend the service for technical reasons or to maintain Patton's network, equipment, or facilities. Patton will not bear any liability whatsoever for any such disruption to service.

## 8. Limitation of Liability

The service is provided on an "as is" and "as available" basis, and use of the service is at Users's own risk. Patton makes no representations or warranties, either expressed or implied, with respect to the service or any service or information provided through the service. Patton is not responsible for any damages, injury, or economic loss arising from the use of the content or service provided by Patton.

For greater certainty and without limitation to the generality of the following:

*(i) in no event will Patton be liable to User for any direct, indirect, incidental, special, punitive or consequential damages or economic loss arising out of the service or in connection with Users's website or any other services or products provided to User;*

*(ii) Patton, its officers, directors, owners, agents, and employees shall in no way be liable to User or anyone else for any loss or injury resulting from use of the service or the site;*

*(iii) in no event shall Patton be held liable for any damages or economic loss, whatsoever, as a result of notifying any official of potentially illegal content on the Site, providing copies of User's data files to the appropriate authorities, or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.*

## 9. Indemnification

User agrees to indemnify and hold Patton harmless from and against, and to reimburse Patton with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and

expenses (including reasonable related expenses, legal fees, costs of investigation) of every nature whatsoever incurred by Patton by reason of or arising out of or in connection with:

- (i) any breach of this agreement by User; or
- (ii) any infringement of any copyright, trademark, patent, trade secret or any other intellectual propriety right of any party by content on Users's website; or
- (iii) illegal, pornographic, or discriminatory content on User's website.

## **10. Force Majeure**

Patton will not be liable for any delay, interruption, or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond Patton's control that may prevent or delay of service provisioning.

## **11. Unenforceable Provisions**

If any part of these terms and conditions are found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without in any way affecting the remaining parts of these terms and conditions.

## **12. Governing Law**

The rights and obligations of the parties pursuant to these terms and conditions are governed by, and shall be construed in accordance with, the laws of the State of Maryland, USA.

User may be subject to other local, provincial or state and national laws. User hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Maryland, USA for any dispute arising under or relating to this agreement and waive user's right to institute legal proceedings in any other jurisdiction. Patton shall be entitled to institute legal proceedings in connection with any matter arising under this agreement in any jurisdiction where User resides, does business, or has assets.

## **13. Waiver**

No waiver of any of the provisions of these terms and conditions will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby. Any other terms and conditions of sale, to the extent not inconsistent herein, regarding a Patton device remain in full force and effect.

## 14. Group/User Account information

### Group (company) credentials

Group (company) name: \_\_\_\_\_

Street: \_\_\_\_\_

Street-Nr: \_\_\_\_\_

CIP: \_\_\_\_\_

City: \_\_\_\_\_

Country: \_\_\_\_\_

Is Reseller (can create subgroups):     Yes     No

### User credentials

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Additional users of the group and subgroups (if Reseller) can be created by the user himself.

## 15. Entire Agreement

This document represents the complete agreement and understanding between the parties with respect to the service and supersedes any other written or oral agreement. The agreement takes effect upon Patton's acceptance of User's offer to enter into the agreement, as indicated by Patton's e-mailing of user's account credentials to user.



**Patton Electronics Co.**  
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main: +1 301.975.1000 | web: www.patton.com

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Authorized signature(s):

Signature and date: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company (name, address, stamp): \_\_\_\_\_

## 16. Submission

Please send the completed and signed SLA to the following Address:

E-Mail: [RedirectService@patton.com](mailto:RedirectService@patton.com)

Once your accounts are created, the credentials will be sent to the Users E-Mail address.