

WARNING

When used herein "You / Your" refer to the individual or legal entity in whose name and behalf this TelevisBlue Account is being registered.

If you are not such person or you do not have the authority to represent and legally bind such person to the TelevisBlue Terms of Service you must refrain from completing this registration procedure. Eliwell reserves the right to verify the ID Information entered herein and remove any fake or abusive TelevisBlue Account from this website

PLEASE READ THE TERMS OF SERVICE PROVIDED HEREIN CAREFULLY, AS THEY REPRESENT THE TERMS WHICH GOVERN THE USE OF THE **TELEVISBLUE** AND THE RELATED SERVICES. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICES IN THEIR ENTIRETY, YOU MUST REFRAIN FROM COMPLETING THIS REGISTRATION PROCEDURE AS YOU ARE NOT ENTITLED TO USE THE **TELEVISBLUE** AND THE RELATED SERVICES.

Last modified : 18 July 2017

TERMS OF SERVICE

TelevisBlue system provides to the TelevisBlue License Holder the access to and usage of the TelevisBlue cloud services that are offered by Eliwell Controls Sri (a subsidiary of Schneider Electric Group) pursuant to and within the scope and limits of this Terms of Service.

These Terms of Service supersede and prevail, to the fullest extent permitted by the applicable laws, over any conflicting, inconsistent or additional provisions, specifications, rules, regulations, standards, proposals, undertakings representations and/or statements, either oral or written, by whoever made, that may refer or otherwise be applicable to the TelevisBlue system and the related services.

No other rights, privileges, conditions, representations, or warranties, expressed or implied, as to use of the TelevisBlue System and related services may arise from or in connection with the purchase (for use or resale), installation and/or use of the TelevisBlue System which are not contained in and regulated by these Terms of Services.

1. Definitions

In this Terms of Service the following terms shall have the meanings respectively ascribed to them:

1.1. Specific Definitions

- 1.1.1. "TelevisBlue " means the cloud-based solution for data logging, data storage and monitoring of commercial refrigeration equipment for food products, created by Eliwell Controls Sri ("Eliwell") incorporated in the TelevisBlue Kit and marketed under the "TelevisBlue Trademark".
- 1.1.2. "TelevisBlue Account" means the unique on-line ID account to be set up on the TelevisBlue Website as a pre-requisite to become a TelevisBlue Registered User.
- 1.1.3. "TelevisBlue Delegate User" means the individual or legal entity (including any TelevisBlue Reference Delegate User) who is authorized by the TelevisBlue Licence Holder, to activate a TelevisBlue Licence in the name and on behalf of the TelevisBlue Licence Holder and/or to access on the latter's behalf the TelevisBlue Services relating to a TelevisBlue Licence already activated in the latter's name.
"TelevisBlue Reference Delegate User" means a TelevisBlue Delegate User who is authorized by the TelevisBlue Licence Holder to appoint other TelevisBlue Delegate Users on behalf of the TelevisBlue Licence Holder. For the avoidance of doubt, the term TelevisBlue Delegate User, as used in this Agreement, is to be intended as referring and applying also to the TelevisBlue Reference Delegate User, unless otherwise specified.
- 1.1.4. "TelevisBlue Enterprise License" shall mean a multiple license – based on a commercial agreement to be entered into between Eliwell and the TelevisBlue Enterprise License Holder – incorporating all current and future active TelevisBlue Licenses referable to the same TelevisBlue Enterprise License Holder which shall expire simultaneously on the TelevisBlue Enterprise License Expiry Date and can be renewed simultaneously as better specified in Article 7.3.
- 1.1.5. "TelevisBlue Enterprise License Expiry Date" means the cumulative expiry date of all active TelevisBlue Licenses incorporated in a TelevisBlue Enterprise License, such expiry date being the date initially indicated in the commercial agreement between Eliwell and the TelevisBlue Enterprise License Holder and, in case of renewal, any 12 month anniversary of such date (or such other period as it may be indicated in the Renewal Form).
- 1.1.6. "TelevisBlue Enterprise License Holder" means any TelevisBlue Licence Holder who has been recognised by Eliwell as eligible to hold a TelevisBlue Enterprise License.
- 1.1.7. "TelevisBlue Gateway" means the hardware device (including the TelevisGate and the TelevisBox devices and any other version, upgrade or new device) contained in the TelevisBlue Kit which, when properly connected to compatible controllers and/or meters deployed on commercial refrigeration equipment for food products, collects and records variables values registered by such controllers/meters and periodically transfers such data to the TelevisBlue cloud data center/s through a dedicated communication channel provided by an embedded wireless modem and dedicated SIM card.
- 1.1.8. "TelevisBlue Kit" means each TelevisBlue unit package including the TelevisBlue Gateway, the TelevisBlue Licence activation PIN and any other accessories and technical documentation that may be included and bundled therewith.
- 1.1.9. "TelevisBlue Licence Activation Deadline" means the latest date, as printed on the TelevisBlue Gateway package, on which the TelevisBlue Licence must be activated in order to enjoy in full the Initial Subscription Term as better specified in Article 5.2.
- 1.1.10. "TelevisBlue License Holder" means the individual or legal entity who is a TelevisBlue Registered User and who has become the sole legal beneficiary of the TelevisBlue Services by activating a TelevisBlue Licence in its own name either directly or by appointing a TelevisBlue Delegate User to do so on its behalf.
- 1.1.11. "TelevisBlue License" means a non-exclusive, non-transferable, non sub-licensable, temporary license bundled with a specific TelevisBlue Gateway and allowing the use of the relevant TelevisBlue Services and TelevisBlue Software exclusively for their intended purpose as described in the TelevisBlue Use Manual, within the scope of the Permitted Use and subject to these Terms of Service.
- 1.1.12. "TelevisBlue Protected Content" means all materials and resources other than the User Content that are made available on the TelevisBlue Website or are otherwise accessible through the TelevisBlue Services, including, without limitation, all information, data, methods, formats, software or part of software (with particular but non-exclusive reference to the TelevisBlue Software), source code, trademarks, graphics, images, designs, icons, logos, page headers, button icons, scripts, layout, etc
- 1.1.13. "TelevisBlue Reference Delegate User" means a TelevisBlue Delegate User who is authorized by the TelevisBlue Licence Holder to appoint other TelevisBlue Delegate Users on behalf of the TelevisBlue Licence Holder. For the avoidance of doubt, the term TelevisBlue Delegate User, as used in this Agreement, is to be intended as referring and applying also to the TelevisBlue Reference Delegate User, unless otherwise specified.
- 1.1.14. "TelevisBlue Registered User" means a TelevisBlue Delegate User who is authorized by the TelevisBlue Licence Holder to appoint other TelevisBlue Delegate Users on behalf of the TelevisBlue Licence Holder. For the avoidance of doubt, the term TelevisBlue Delegate User, as used in this Agreement, is to be intended as referring and applying also to the TelevisBlue Reference Delegate User, unless otherwise specified.
- 1.1.15. "TelevisBlue Self-Service License" means any single-standing TelevisBlue License which is not incorporated in a TelevisBlue Enterprise License.
- 1.1.16. "TelevisBlue Self-Service License Holder" means any TelevisBlue Licence Holder who holds a TelevisBlue Self-Service License.
- 1.1.17. "TelevisBlue Services" means the cloud-hosted features, functions and services enabled by the TelevisBlue, whose contents, performance, conditions and technical specifications (including hardware, software and connectivity pre-requisites) are described in the TelevisBlue Technical User Manual and consist, inter alia, of the registration, storage and processing through a cloud hosted application of the data transferred by the TelevisBlue Gateway, with the possibility for the TelevisBlue Licensed Holder and its appointed TelevisBlue Delegate Users to view and monitor through any Compatible Access Device the data uploaded in the last 12-month period (or such longer period of time as Eliwell may separately agree with the TelevisBlue License Holder if the latter submits a request of extension of the 12-month standard period and accepts the terms and conditions to this extent notified by Eliwell) and set-up for receiving periodical reports showing the data transferred by the TelevisBlue Gateway over the period.
- 1.1.18. "TelevisBlue Software" means any software embedded or integrated into the TelevisBlue Gateway as well as any software, program interface and any other application made available as a service or otherwise to the TelevisBlue Registered Users within the scope of the TelevisBlue Services including, without limitation, any cloud application, or portion thereof, supporting the TelevisBlue Services.
- 1.1.19. "TelevisBlue Technical Specifications" means the technical sheet, constituting a part of the TelevisBlue User Manual and describing the features and performances of TelevisBlue available at www.televisblue.com/help.
- 1.1.20. "TelevisBlue Technical Support" means the facility for user support, trouble reporting and technical assistance to the use of the TelevisBlue Services the contact details whereof are published on the TelevisBlue Website at: www.televisblue.com/support.
- 1.1.21. "TelevisBlue Technology" means any hardware (including the TelevisBlue Gateway), software (including the TelevisBlue Software), application, program, database, platform, process, model, formula, algorithm, methodology, technique, concept, tool and other technology used by or on behalf of Eliwell to provide the TelevisBlue Services, as well as their underlying structure, architecture, organization, interconnections and combination.
- 1.1.22. "TelevisBlue Trademark" means the "TelevisBlue" registered trademark belonging to the Schneider Electric Group, as well as any other registered, unregistered or licensed trademark, service mark, trade dress, trade name, logo, insignia or other business identifier protected or protectable under any law that are used by Eliwell, its affiliates or controlling companies and in general any affiliate of the Schneider Electric Group, or their third-party licensors, suppliers, providers (including the cloud service and connectivity service providers) or business partners, either in connection with TelevisBlue, TelevisBlue Services, TelevisBlue Website and any associated product or otherwise to identify themselves, their business, products, or services.
- 1.1.23. "TelevisBlue User Manual" means the installation and operation manual and related explanatory materials accessible www.televisblue.com/help.
- 1.1.24. "TelevisBlue Website" means the website www.televisblue.com operated by or on behalf of Eliwell where the latter provides access to the TelevisBlue Services.

1.2. Other Definitions

- 1.2.1. "Access Fee" means the consideration for the use of the TelevisBlue Services during the Initial Subscription Term.
- 1.2.2. "Compatible Access Device" means any personal computer, laptop, tablet, smartphone and/or other portable device supported by the TelevisBlue Services, configured and enabled to access the Internet and provided with a web browser compatible with the TelevisBlue Services. Devices compatibility and supported browser are available in the TelevisBlue Technical Specifications.
- 1.2.3. "Confidential Information" means any non-public information disclosed or made available by Eliwell or any TelevisBlue Licence Holder within the scope of the TelevisBlue Licence or on occasion of the performance of the TelevisBlue Services, which (i) is identified at the time of disclosure as confidential, or (ii) by its content or the nature of the circumstances surrounding its disclosure, ought in good faith to be treated as confidential. Notwithstanding any failure to so identify them, all information pertaining to the TelevisBlue Technology and all the User's Content excepted the data and information specified in Section 13 shall be deemed Confidential Information of respectively Eliwell and the TelevisBlue Licence Holder.
- 1.2.4. "Effective Date" means the date in which the TelevisBlue Licence become effective as specified in Article 5.1.
- 1.2.5. "Expiry Date" means the date in which the Subscription Term expires and the TelevisBlue Self-Service License individually ceases to be effective, or (as the case may be) all active TelevisBlue Licenses incorporated in a TelevisBlue Enterprise License simultaneously cease to be effective, such date being (i) the last day of the Initial Subscription Term, or (ii) if the TelevisBlue Licence is renewed, the last day of the last Renewed Subscription Term.
- 1.2.6. "Genuine Purchase" means the purchase of the TelevisBlue Kit in accordance with Article 6.7.
- 1.2.7. "Initial Subscription Term" means the initial term of the TelevisBlue License which shall be (i) in case of a TelevisBlue Self-Service License, such period of time – running from the Effective Date – as printed on the package of the TelevisBlue Kit (where "Y" stands for "calendar year") and/or in the accompanying documentation (or such shorter period of time as may result from failure to activate such TelevisBlue License within the TelevisBlue Licence Activation Deadline, as better specified in Article 5.2).

- 1.2.8 "Permitted Use" means the scope of use of the TelevisBlue Services allowed under the TelevisBlue License as defined in Articles 6.2 and 6.3.
- 1.2.9 "Renewal Fee" means the consideration for the use of the TelevisBlue Services during any Renewed Subscription Term.
- 1.2.10 "Renewal Form" means (i) the e-mail form containing the Renewal Terms and the instructions for the renewal of the TelevisBlue License that will be sent to the TelevisBlue Self Service License Holder, or (ii) the renewal offer and order process provided to the TelevisBlue Enterprise License Holder, pursuant to Articles 7.4 and 7.5.
- 1.2.11 "Renewal Terms" means the terms and conditions pursuant to which the TelevisBlue Services will be provided during any Renewed Subscription Term as specified in Article 7.5.
- 1.2.12 "Renewed Subscription Term" means each successive 12-month period (or such other period as it may be indicated in the Renewal Form) after the expiry of the Initial Subscription Term for which a TelevisBlue Self-Service License may be individually renewed, or (as the case may be) for which the TelevisBlue Licenses incorporated in a TelevisBlue Enterprise License may be cumulatively renewed.
- 1.2.13 "Subscription Term" means the Initial Subscription Term and any Renewed Subscription Term (if applicable).
- 1.2.14 "User's Content" means any information, data or other content, in digital, electronic or other format, that the TelevisBlue License Holder (a) run on the TelevisBlue Services, (b) cause to interface with the TelevisBlue Services, or (c) upload to the TelevisBlue Services under the TelevisBlue Account or otherwise provide, transfer, process and/or store through or in connection with the TelevisBlue Account, including, without limitation, any and all data collected and transmitted by the TelevisBlue Gateway.
- 1.2.15 "Warranty" means the warranty provided by Eliwell for the TelevisBlue Services and the TelevisBlue Gateway subject to the terms, conditions and limitations specified in Section 11.

2. Personal Nature of the TelevisBlue License

- 2.1 The TelevisBlue License is personal to the TelevisBlue License Holder and the TelevisBlue Services shall be rendered by Eliwell solely to and for the sole benefit of the TelevisBlue License Holder.
- 2.2 Regardless of any agreement or understanding that may exist between the TelevisBlue License Holder or any third party (including any TelevisBlue Delegate User and any TelevisBlue Reference Delegate User), in no event shall any individual or entity other than the TelevisBlue License Holder be entitled to claim from or exercise against Eliwell any rights under the TelevisBlue License and/or in connection with the TelevisBlue Services either under this Terms of Service or otherwise.
- 2.3 Without prejudice to and without this being construed as a derogation of what set forth in Articles 2.1 and 2.2 the TelevisBlue License Holder shall be entitled to authorize another TelevisBlue Registered User to access and use the TelevisBlue Services on its behalf by appointing such TelevisBlue Registered User as its TelevisBlue Delegate User or as its TelevisBlue Reference Delegate User. The appointment of a TelevisBlue Delegate User or TelevisBlue Reference Delegate User and the credentials identifying each of them as a TelevisBlue Registered User shall be made pursuant to the on-line procedure set out in the TelevisBlue User Manual. The TelevisBlue Reference Delegate User appointed by the TelevisBlue License Holder shall also be entitled to appoint other TelevisBlue Delegate Users on behalf of the TelevisBlue License Holder.
- 2.4 By appointing a TelevisBlue Delegate User – either if such appointment is made directly by the TelevisBlue License Holder or by its TelevisBlue Reference Delegate User – the TelevisBlue License Holder acknowledges and accepts that any access to and/or use of the TelevisBlue Services made by the TelevisBlue Delegate User (including the activation of the TelevisBlue License in the name and on behalf of the TelevisBlue License Holder) shall be deemed as approved by and attributed to the TelevisBlue License Holder. The TelevisBlue License Holder therefore agrees to take full responsibility for compliance by the TelevisBlue Delegate User with any and all provisions of these Terms of Service referring to the TelevisBlue Registered User or to the TelevisBlue Delegate User (notwithstanding the TelevisBlue Delegate User being also personally bound to comply with these Terms of Service) as well as for all costs, fees, liabilities or damages that may be incurred by Eliwell, any third party or the TelevisBlue License Holder itself through or in connection with the access to and/or use of the TelevisBlue Services by the TelevisBlue Delegate User.
- 2.5 The TelevisBlue Delegate User acknowledges to have no right to access and use the TelevisBlue Services other than on behalf and in the interest of the TelevisBlue License Holder as a mere delegate of the latter and accepts that its ability to access and use the TelevisBlue Services is contingent upon and limited by the appointment of the TelevisBlue License Holder and may cease at any time without notice if and to the extent that such appointment is cancelled or restricted by the TelevisBlue License Holder or the TelevisBlue License held by the latter expires, terminates or is suspended for any reason whatsoever.

3. Access to the TelevisBlue Services.

- 3.1 Access to and use of the TelevisBlue Services by the TelevisBlue License Holder or the TelevisBlue Delegate User can only occur through their respective TelevisBlue Accounts after completion of the TelevisBlue License activation procedure outlined in Section 5 hereof.
- 3.2 The access to and use of the TelevisBlue Services thereunder are conditional upon continued compliance by the TelevisBlue Registered User with these Terms of Service.

4. Set up of the TelevisBlue Account

- 4.1 A TelevisBlue Account can be set up by entering the TelevisBlue Website and following the instructions contained in the TelevisBlue User's Manual.
- 4.2 Upon successful completion of the set up procedure (which will always require acceptance of these Terms of Service by the applicant) the holder of the TelevisBlue Account shall become a TelevisBlue Registered User. The TelevisBlue Account shall however remain in on-hold status and the TelevisBlue Registered User shall not be able to access and use the TelevisBlue Services until an active TelevisBlue License is connected to the TelevisBlue Account and the relevant Registered User is recognised by the system as TelevisBlue License Holder or as TelevisBlue Delegate User in respect of such TelevisBlue License. Eliwell retains the right to remove from the system without notice to the TelevisBlue Registered User any TelevisBlue Account which remains or is put in on-hold status for more than 60 days.
- 4.3 The TelevisBlue Account is personal and may be used only by the relevant TelevisBlue Registered User. The TelevisBlue Registered User shall be responsible for providing true, accurate and complete information when creating its TelevisBlue Account and for keeping such information updated throughout the Subscription Term. The TelevisBlue Registered User shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of another person without appropriate authorization; (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene; (iv) use another person's user account or registration information to obtain the TelevisBlue Services.
- 4.4 The TelevisBlue Registered User shall ensure the security and confidentiality of its TelevisBlue Account password and other login information and notify immediately the TelevisBlue Technical Support, if any of them is lost, stolen, or otherwise compromised without prejudice for the TelevisBlue Licensed User's full responsibility for all activities that occur under its TelevisBlue Account including all costs, fees, liabilities or damages that may be incurred by it or any third party through the use of its TelevisBlue Account (whether or not such use was authorized by it). TelevisBlue Technical Support may require proof of the TelevisBlue Account ownership in order to provide a service to reset account credentials if any of them is lost, stolen, or otherwise compromised.
- 4.5 Upon request of the TelevisBlue License Holder or the TelevisBlue Delegate User the TelevisBlue Technical Support can provide basic instructions for the use of the TelevisBlue Services where not already available in the TelevisBlue User Manual via telephone or email at no additional cost. Any technical support including, without limitation, customized account setup and configuration, may be provided for an additional fee that will be communicated before delivering the required technical support service. Any request for support addressed by the TelevisBlue License Holder or the TelevisBlue Delegate User to the TelevisBlue Technical Support shall automatically entitle the latter's personnel to remotely access their TelevisBlue Account to provide the assistance requested.
- 4.6 By associating an email address to its TelevisBlue Account the TelevisBlue License Holder and/or its TelevisBlue Delegate User/s, as the case may be consent to receive electronic communications from Eliwell to that address in respect of their TelevisBlue Account and any TelevisBlue License connected thereto and agree that all information, notices, disclosures and other communication that are provided electronically by Eliwell satisfy any legal requirement that such communications be in writing.

5. Activation of the TelevisBlue License

- 5.1 The TelevisBlue License will automatically be active as of the date on which the registration procedure outlined in this Section 5 has been successfully completed ("**Effective Date**").
- 5.2 In order to enjoy the full Initial Subscription Term, the TelevisBlue License must be activated within the TelevisBlue License Activation Deadline printed on the package of the TelevisBlue Kit and/or in the accompanying documentation. The activation of the TelevisBlue License beyond the TelevisBlue License Activation Deadline (but in any case not later than 12 months thereafter) will cause a reduction of the Initial Subscription Term proportionally to the delay occurred with respect to TelevisBlue License Activation Deadline. The activation of the TelevisBlue License after 6 months from the TelevisBlue License Activation Deadline must be requested to the TelevisBlue Technical support as a pay-for-service.
IMPORTANT NOTE: The possibility to activate the TelevisBlue License will expire after 12 months from the TelevisBlue License Activation Deadline: after such date the licence can no longer be activated and the TelevisBlue Gateway will be definitively disabled and no longer usable.
- 5.3 The TelevisBlue License may be activated on the TelevisBlue Website by entering the TelevisBlue License activation PIN and the corresponding TelevisBlue Gateway serial number pursuant to the instructions contained in the TelevisBlue User Manual.
- 5.4 The TelevisBlue License shall be activated under the name of the TelevisBlue License Holder either by the TelevisBlue License Holder itself or by a previously appointed TelevisBlue Delegate User acting on its behalf. In any case the TelevisBlue License shall be automatically connected to the TelevisBlue Account of its registered TelevisBlue License Holder and to the TelevisBlue Account of any TelevisBlue Delegate User appointed by it.
- 5.5 Upon activation of the TelevisBlue License the TelevisBlue Services relating thereto shall be accessible by the TelevisBlue License Holder and its TelevisBlue Delegate User/s through their respective TelevisBlue Accounts.

6. Scope of TelevisBlue Services

- 6.1 During the Subscription Term the TelevisBlue Services shall be available only under and within the scope of the TelevisBlue License as defined in Article 1.1.11 and subject to these Terms of Services.
- 6.2 The TelevisBlue Services are provided and made available by Eliwell for the sole purpose of monitoring, recording, processing, storing, viewing and retrieving data gathered from commercial refrigeration equipment for food products controlled by or on behalf of the TelevisBlue License Holder within the latter's industrial or commercial activity (the "Permitted Use").
- 6.3 In particular, but without limitation to the generality of the foregoing, to comply with the Permitted Use the TelevisBlue License Holder and/or the TelevisBlue Delegate User shall not (a) distribute, sell, resell, lease, license, sublicense or otherwise trade or make available the TelevisBlue Services to third parties, its right to access and use the TelevisBlue Services or any portion thereof without express authorization from Eliwell, except as a part of the professional services rendered to its customers in furtherance of its own business of commercial refrigeration equipment installation and servicing, (b) reproduce, duplicate, copy, or otherwise exploit for any commercial purpose any portion of the TelevisBlue Services, (c) use, or encourage, promote, facilitate or instruct others to use, the TelevisBlue Services for any illegal, harmful or offensive purpose or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive.
- 6.4 Failure by the TelevisBlue License Holder and/or any TelevisBlue Delegate User to comply with any of the above provisions of this Section 6 may result in the immediate suspension and/or forthwith termination of the TelevisBlue License without waiver of any other remedies Eliwell may have under any applicable law.
- 6.5 The TelevisBlue License Holder shall be sole responsible for complying and causing the TelevisBlue Delegate User/s to comply with any minimum system requirements, and for obtaining, installing, configuring, and maintaining or cause any TelevisBlue Delegate User/s to obtain, install, configure and maintain any suitable equipment (including any compatible control device to be connected to the TelevisBlue Gateway and any Compatible Access Device), hardware and software or software upgrades, patches or other fixes, which are or may become necessary to access and use the TelevisBlue Services.
- 6.6 Eliwell reserves the right to change, modify or discontinue at its own discretion any features, functionality, layout or content of the TelevisBlue Services without affecting their basic structure and/or preventing their Permitted Use. Notice of any material change to the TelevisBlue Services shall be posted by email to the TelevisBlue Registered Users 15 days prior to the implementation of such change.
- 6.7 The TelevisBlue Services shall only be available for TelevisBlue Kit purchased from resellers, distributors independent vendors, installers or other subject that are authorized by Eliwell to validly sell, lease or otherwise make available TelevisBlue Kits to end-users (the "Genuine Purchase"). Therefore any sale of the TelevisBlue Kit by subjects not authorized by Eliwell to the relevant resale or in violation of the conditions set by Eliwell for the relevant resale shall not constitute Genuine Purchase and will not entitle the TelevisBlue License Holder to access and use the TelevisBlue Services. Eliwell reserves the right to limit the ability to activate a TelevisBlue License if a non-Genuine Purchase occurred in respect of the relevant TelevisBlue Kit.

7. TelevisBlue License Term

- 7.1. Subject to the Genuine Purchase of the relevant TelevisBlue Kit and payment of the relevant price (which includes the Access Fee for the Initial Subscription Term as set forth in Article 8.1), the activation of the TelevisBlue License shall entitle the TelevisBlue License Holder to access and use the TelevisBlue Services for the Initial Subscription Term, either directly or through its TelevisBlue Delegate Users. Any further use of the TelevisBlue Services after the Initial Subscription Term shall be subject to a renewal of the TelevisBlue License under the conditions specified in this Section 7, unless a prepaid plan including an additional for-fee Renewal Fee for one or more Renewed Subscription Term/s was purchased alongside the Genuine Purchase of the relevant TelevisBlue Kit. In such latter event, after the Initial Subscription Term the TelevisBlue License shall automatically renew at no additional cost for such Renewed Subscription Term/s as included in the prepaid plan and the provisions on renewal of the TelevisBlue License contained in this Section 7 shall only apply if any further renewal is sought after the expiration of the prepaid Renewed Subscription Term/s.
- 7.2. The TelevisBlue License will start run as of the Effective Date and, if the TelevisBlue License Holder does not subscribe for its renewal or does not pay the applicable Renewal Fees in accordance with Article 8.2, shall cease to be effective as from the relevant Expiry Date. The fact that, notwithstanding the applicable Renewal Fees have not been paid, the TelevisBlue Services, might be temporary available beyond the Expiry Date for a discretionary grace-period unilaterally decided by Eliwell shall in no event be construed as a tacit extension of the Expiry Date nor shall postpone the starting date of the following Renewal Term (if any).
- 7.3. All active TelevisBlue Licenses incorporated in a TelevisBlue Enterprise License shall expire simultaneously on the TelevisBlue Enterprise License Expiry Date and shall be simultaneously renewed if the TelevisBlue Enterprise License is renewed, unless the TelevisBlue Enterprise License Holder expressly carves out from such cumulative renewal one or more TelevisBlue Licenses, which shall then expire on the immediately preceding TelevisBlue Enterprise License Expiry Date.
- 7.4. The TelevisBlue License may be renewed one or more times for such period or periods of time (each a "Renewed Subscription Term") and on such terms and conditions as will be specified in the Renewal Form sent by Eliwell to the TelevisBlue License Holder's registered e-mail address.
- 7.5. The TelevisBlue Renewal Form must be filled out, endorsed and submitted prior the Expiry Date (i) electronically following the instructions contained therein in case of TelevisBlue Self Service License Holder, or (ii) following the standard order process communicated by Eliwell in case of TelevisBlue Enterprise License Holder. By submitting the TelevisBlue Renewal Form, the TelevisBlue License Holder undertakes to be bound by the terms and conditions set forth therein (the "Renewal Terms") and irrevocably accepts to be invoiced for the Renewal Fee and any additional charges applicable to the Renewed Subscription Period pursuant thereto. Access to and use of the TelevisBlue Services during any Renewed Subscription Term shall be subject to these Terms of Services as amended and supplemented by the applicable Renewal Terms, the latter prevailing in case of inconsistency.
- 7.6. In the absence of a valid renewal of the TelevisBlue License pursuant to the provisions of this Section 7, the TelevisBlue License shall expire on the relevant Expiry Date and the TelevisBlue License Holder shall no longer be entitled to use and access the TelevisBlue Services except as permitted by Article 7.8 and within the limited scope and purpose specified therein. In no event shall the foregoing provision be superseded or otherwise affected by the temporary availability of the TelevisBlue Services that may occur during the discretionary grace-period mentioned in Article 7.2.
- 7.7. Eliwell reserves the right to cease offering the TelevisBlue Service generally or specifically in the geographic area of the TelevisBlue License Holder or specifically to the TelevisBlue Licenced Holder by giving notice thereof to the latter at least 60 (sixty) days prior to the Expiry Date. In such an event the TelevisBlue License will definitively expire on its Expiry Date any further renewal thereof being prevented.
- 7.8. Unless otherwise notified to the TelevisBlue Licensed User, when the TelevisBlue License expires or is terminated or suspended pursuant to Section 10 or any other provision of these Terms of Service, the TelevisBlue License Holder and TelevisBlue Delegate Users' access to the TelevisBlue Services will be discontinued and all functions connected with the TelevisBlue License (including transfer and registration of any data collected by the TelevisBlue Gateway) will be automatically disabled with the sole exception of a temporary viewing function allowing the TelevisBlue License Holder to have access – either directly or upon request to the TelevisBlue Technical Support – to the sole data uploaded from the TelevisBlue Gateway in the last 12 (twelve) months prior to the date of the access and to obtain a copy of such data in a suitable electronic form. Such limited data access and data retrieval will be available for a maximum period of 12 (twelve) months after the Expiry Date or the date of suspension or termination of the TelevisBlue License (as the case may be), at the expiration whereof all User's Content will be deleted from the system. Eliwell reserves the right to further restrict or deny such limited data access in the event of suspension or termination of the TelevisBlue License for cause attributable to the TelevisBlue License Holder (including any cause attributable to any of its License Delegate Users).
- 7.9. The provisions of Sections 9, 11, 13 and 14 will survive the expiration, suspension or termination of the TelevisBlue License.
- 7.10. Notwithstanding any provisions to the contrary that may be contained in this Section 7 or elsewhere in these Terms of Services or in the Renewal Form, all TelevisBlue License Holder's rights to access and use the TelevisBlue Services shall be subject to full payment of the Renewal Fees and any other additional charges owed to Eliwell. Should such payment not be made, in whole or in part, on its due date, the latter shall be entitled to immediately suspend any TelevisBlue Service to the TelevisBlue License Holder. The above suspension shall apply in addition to and not in replacement of any other right or remedy that Eliwell may have under these Terms of Service or the applicable law.

8. Fees and Payment

- 8.1. The Access Fee for the Initial Subscription Term is included in the Genuine Purchase of the TelevisBlue Kit and the relevant payment shall entitle the TelevisBlue License Holder to exploit the TelevisBlue License up to the expiration of the Initial Subscription Term.
- 8.2. The Renewal Fee payable for each Renewed Subscription Term (except if included in a prepaid plan as specified in Article 7.1) and any extra charges for new features, functions and/or any other improvements or additions to the TelevisBlue License shall be set forth in the Renewal Form and, unless otherwise stated therein, shall be paid in advance within the first day of each Renewed Subscription Term, using one of the payment methods allowed by the Renewal Form.
- 8.3. All amounts payable under or in connection with the TelevisBlue License shall be exclusive of all taxes, levies and duties (including, without limitation, VAT and applicable sales tax) and always be settled in full, regardless of any set-off, counterclaim or any other claim or right that the TelevisBlue License Holder may have. If any applicable law or regulation requires to withhold, or make any deduction, from any amount payable by under or in connection with the TelevisBlue License, then the sum payable shall automatically be increased by an amount equal to the withholding or deduction applied, so that the amount actually received by the beneficiary is the full amount to which the latter would have been entitled if no withholding or reduction had been required.
- 8.4. The Access Fee and the Renewal Fees (whether or not included in a prepaid plan as specified in Article 7.1) are non-refundable and, without prejudice to Article 11.6 (if applicable), remain due also in the event of early termination or suspension of the TelevisBlue License pursuant to these Terms of Services or in case the use of the TelevisBlue Services is temporarily or permanently discontinued by the TelevisBlue License Holder for any reasons whatsoever.

9. Proprietary Rights and Unauthorized Use

- 9.1. The TelevisBlue Technology, the TelevisBlue Protected Content and the Trademark constitute the intellectual property of or are otherwise subject to proprietary rights belonging to Eliwell, its affiliates or controlling companies, or their third-party licensors, suppliers, providers (including the cloud service and connectivity service providers) or business partners, who shall retain all rights, title and interest in and to the TelevisBlue Protected Content, the TelevisBlue Technology (and any portion thereof) and the Trademark.
- 9.2. The TelevisBlue Registered User shall not assert, nor shall authorize, assist, or encourage any third party to assert, against Eliwell or its affiliates, controlling companies, third-party licensors, suppliers, providers or business partners the ownership of or any patent infringement or other intellectual property infringement claim regarding the TelevisBlue Technology, the TelevisBlue Protected Content or the Trademark.
- 9.3. In no event shall the TelevisBlue License Registered User acquire or claim any proprietary interest in or to the TelevisBlue Technology, the TelevisBlue Protected Content and or the Trademark nor any license or right to use, disclose, transfer, duplicate, reproduce or retain any portion of the TelevisBlue Technology and/or the TelevisBlue Protected Content for any purpose other than the use of the TelevisBlue Services within the Permitted Use and in compliance with these Terms of Service, and/or to use, disclose, transfer, duplicate, reproduce or retain the Trademark for any purpose whatsoever.
- 9.4. Without limitation to the generality of the foregoing, in no event shall the TelevisBlue Registered User do or permit, encourage, facilitate or instruct others to do any of the following (a) modify, alter, tamper with, repair, or otherwise create derivative works of the TelevisBlue Technology or the TelevisBlue Protected Content or any portion thereof, (b) reverse engineer, disassemble, decompile or otherwise attempt to derive any source code, method of operation or other trade secrets embodied in the TelevisBlue Technology and/or TelevisBlue Protected Content, (c) duplicate or otherwise appropriate any portion of the TelevisBlue Technology or the Protected Content with the object of selling reselling, distribute, trade or otherwise offering it (either alone or combined with other technologies, materials or resources) to third parties, (d) attempt to circumvent or overcome any technological protection measures intended to restrict access to or use of any portion of the TelevisBlue Technology or the TelevisBlue Protected Content, (e) inhibit or howsoever interfere with the normal operation of the TelevisBlue Technology or otherwise use the TelevisBlue Services in any unlawful manner or in any manner that could damage, disable, delay, overburden, or impair the delivery of the TelevisBlue Services or restrict any other party's ability to access and use the TelevisBlue Services.
- 9.5. Any violation of the provisions of this Section 9 by any TelevisBlue Registered User may result in the immediate blockage of its TelevisBlue Account and, if the violation is committed by a TelevisBlue License Holder or by its TelevisBlue Delegate User, may cause forthwith termination of the TelevisBlue License without waiver of any other remedies Eliwell may have under any applicable law.

10. TelevisBlue License Suspension and Termination

- 10.1. Without prejudice to any other right to terminate the TelevisBlue License pursuant to these Terms of Service or the applicable law, the TelevisBlue License may be terminated by Eliwell at any time upon simple notice to the TelevisBlue License Holder if (a) the TelevisBlue License Holder or its TelevisBlue Delegate User is using the TelevisBlue Services or is otherwise acting in breach of any provision of these Terms of Service and such breach is not cured within 15 (fifteen) days from Eliwell's complaint, (b) the TelevisBlue License Holder or its TelevisBlue Delegate User has breached any provisions of Article 6.3, Section 9 or Section 14, or (c) the access and/or use of the TelevisBlue Services by the TelevisBlue License Holder or its TelevisBlue Delegate User is fraudulent, abusive or unlawful, or may generate liability to Eliwell, its affiliates or controlling companies, or business partners, or may adversely affect any other party's ability to access and use the TelevisBlue Services or cause such access or use to be unsafe.
- 10.2. If any circumstance set out in Article 10.1 has occurred or is likely to occur, Eliwell may at its own discretion and without prejudice to its right to terminate the TelevisBlue License, suspend upon simple notice the TelevisBlue License Holder's and/or the TelevisBlue Delegate User's right to access and/or use all or any portion of the TelevisBlue Services for such time as it may be necessary to assess the situation and determine the appropriate course of action. In no event shall such suspension determine the extension of the Subscription Term beyond its Expiry Date.
- 10.3. Suspension or termination of access to the TelevisBlue Services under the preceding provisions of this Section 10 shall not release the TelevisBlue License Holder from its obligation to pay all fees and charges accrued prior to the date of suspension or termination, nor entitle the TelevisBlue License Holder to any credits or refund for any unused portion of the Subscription Term.
- 10.4. Eliwell also reserves the right to suspend with reasonable notice to the TelevisBlue License Holder the access to and/or use of the TelevisBlue Services if the relationship with a third-party partner (including the cloud service and connectivity service providers) who provides software, supporting infrastructure, or other technology or services used by Eliwell to provide the TelevisBlue Services expires, is terminated or undergo any major changes that require to change the way the TelevisBlue Services are provided. In such an event Eliwell shall undertake its best efforts to minimize the inconveniences to the TelevisBlue License Holder's activity and reinstate the TelevisBlue Services to the same or substantially equivalent level as soon as technically practicable.

11. Limited warranty and disclaimers.

- 11.1. The TelevisBlue Services are designed to provide the TelevisBlue License Holder with a flexible resource-saving solution to serve the Permitted Use by exploiting the cloud technology and are delivered by Eliwell using its own technology as well as software, applications, technologies and services developed, provided and/or maintained by third-party providers (including the provider/s of the cloud infrastructure services and the provider/s of the embedded connectivity services for data transmission from the TelevisBlue Gateway to the cloud platform).
- 11.2. To the extent permitted by the structure, nature and limits of the technologies underlying the TelevisBlue Services, Eliwell shall endeavour its commercially reasonable efforts to ensure the continuity, reliability and security of the TelevisBlue Services' delivery, according to the TelevisBlue Technical Specifications and consistently with the ordinary needs of the Permitted Use. Nothing herein contained shall however be construed as a representation by Eliwell that the TelevisBlue Services will be uninterrupted or error free, will prevent any risk of data loss, corruption, breach or unauthorized dissemination and/or will ensure full compliance with any obligation, requirement or method (including, without limitation, any risk management model or data recording system) prescribed or recommended by any laws, regulations, guidelines, standard or any other international, federal, state or local provisions (with particular but non-exclusive reference to the HACCP and SSOP rules). The use of the TelevisBlue Services shall therefore not discharge nor entitle the TelevisBlue License Holder and/or any subject person to be held harmless by Eliwell from their own responsibility for the development and implementation of any procedure and/or measure adequate to satisfy compliance with such provisions and pursue an appropriate risk reduction strategy (including creation and maintenance of an internal back-up system for the User's Content and set up of periodical reports to be generated by the TelevisBlue system and thereafter independently stored for all the important

or legally relevant data stored on cloud through TelevisBlue Services). Any massive data retrieval (for entries not older than 12 months) may be available to the TelevisBlue License Holder as a pay-for-service upon request to the TelevisBlue Technical Support.

- 11.3 Without prejudice to the above, Eliwell warrants to the TelevisBlue License Holder that, on the terms and conditions set forth in this Section 11, the TelevisBlue Services will substantially conform to their essential features as described in the TelevisBlue Technical Specifications. Any other information, description or other communication provided by Eliwell, its representatives or agents shall not create a warranty of any kind regarding the TelevisBlue Services.
- 11.4 The warranty provided under Article 11.3 (the "Warranty") is given exclusively to and for the benefit of the TelevisBlue License Holder and shall be valid and enforceable by the latter up to the Expiry Date of the Subscription Term or up to the expiry of the term set forth in Article 11.5 (as the case may be) on condition that no suspension or early termination has occurred and the TelevisBlue License Holder has notified in writing the non-conformity of the TelevisBlue Services to the TelevisBlue Technical Support within the validity term set forth above and not later than 5 (five) days from the date in which the non-conformity has been or ought to have been discovered.
- 11.5 In the event that the non-conformity of the TelevisBlue Services is caused by a defect in design, material or workmanship of the TelevisBlue Gateway, the validity period of the Warranty shall be limited to 12 (twelve) months from the Effective Date or 18 months from its production date (as shown on the TelevisBlue Gateway and on the TelevisBlue Kit package) whichever occurs earlier. Regardless of the duration of the Initial Subscription Term or any further Renewal Term of the TelevisBlue License, in no event shall the Warranty for defects and malfunctioning of or other operational problems related to the TelevisBlue Gateway be construed as extending for a longer period than the term set forth in this Article 11.5.
- 11.6 Should Eliwell determine that the TelevisBlue Services do not conform to the Warranty and provided the relevant claim is in compliance with Article 11.4 and Article 11.5, Eliwell shall (a) implement as soon as technically feasible any reasonable measure (including, in the event of a claim under Article 11.5 which is made during the specific Warranty term set forth therein, the replacement free of charge of the TelevisBlue Gateway) to correct the malfunctioning and reinstate the conformity of the TelevisBlue Services and (b) allow to the TelevisBlue License Holder a service credit equal to 1/365 of the Annual Renewal Fee for each day (or portion thereof) of outage or reduced performance of the TBS Services (such service credit to be automatically applied to any future billing for the TBS Services) or, at Eliwell discretion, a corresponding extension of the Subscription Term.
- 11.7 THE REMEDIES SET FORTH IN ARTICLE 11.6 ARE THE SOLE AND EXCLUSIVE REMEDIES IN CASE OF FAILURES, NON-CONFORMITY OR NON-COMPLIANCE OF THE TELEVISBLUE SERVICES AND/OR THE TELEVISBLUE GATEWAY, ANY OTHER OBLIGATION OR LIABILITY OF ELIWELL AND ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS – INCLUDING ANY LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE TELEVISBLUE SERVICES, AS WELL AS ANY OTHER LIABILITY, COMPENSATION OR REIMBURSEMENT FOR COSTS, EXPENDITURES, INVESTMENTS AND/OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSSES OR INJURIES TO THE TELEVISBLUE LICENSE HOLDERS'S OR THIRD PARTIES' BUSINESS OR DATA), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE – BEING, TO THE WIDEST EXTENT POSSIBLE UNDER THE APPLICABLE LAW, EXPRESSLY EXCLUDED AND WAIVED, EVEN IF ELIWELL OR ITS AGENT HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ELIWELL LIABILITY EXCEED THE AMOUNT OF THE TELEVISBLUE KIT PRICE.
- 11.8 The Warranty does not apply in case: (i) the TelevisBlue Gateway has been improperly installed, configured or used, or has been altered or tampered with; (ii) the TelevisBlue Services are accessed or used other than in accordance with the TelevisBlue User Manual or any additional instruction or procedure posted on the TelevisBlue Website or otherwise provided by Eliwell; (iii) the problems or errors are due to failures, errors, unavailability, instability or incompatibility of any hardware, software, network connection or any other service which is not included in the TelevisBlue Kit, including any controller or other device from which the TelevisBlue Gateway receives the data, and any Compatible Access Device associated to the TelevisBlue Account; (iv) the problems or failures consist of or are due to any unanticipated interruptions or downtime of all or a portion of the TelevisBlue Services for any reason outside Eliwell's direct control, including as a result of power, connectivity or other services outages attributable to its licensors, suppliers or providers; (v) the TelevisBlue License Holder and/or its TelevisBlue Delegate User failed to provide adequate troubleshooting information and access to its data system so that the TelevisBlue Technical Support can identify and properly address problems; (vi) the TelevisBlue License Holder is in default of any payment owed to Eliwell, or (vii) the problems are caused by TelevisBlue Licensed User's or any third parties' negligent acts or omissions.
- 11.9 EXCEPT FOR THE WARRANTY EXPRESSLY GIVEN IN THIS SECTION 11 THE TELEVISBLUE SERVICES AND THE TELEVISBLUE GATEWAY ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTY IS IN LIEU OF AND SUPERSEDES ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN OR IMPLIED, STATUTORY OR OTHERWISE – INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE TELEVISBLUE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING THE USER'S CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED AND ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT – ANY SUCH OTHER WARRANTIES BEING, TO THE WIDEST EXTENT POSSIBLE UNDER THE APPLICABLE LAW, EXPRESSLY EXCLUDED AND WAIVED.

12. TelevisBlue Licensed User's liability

The TelevisBlue License Holder shall indemnify, defend, and hold harmless Eliwell and its controlling companies, affiliates, employees, agents, licensors, providers, suppliers, contractors, assigns and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) arising from or in connection with the TelevisBlue License Holder's or its TelevisBlue Delegate User's accessing or using the TelevisBlue Services, or any breach of these Terms of Services. The provision hereof shall apply in addition and not to the exclusion of any other right and/or remedy that any Indemnified Party may have pursuant to these Terms of Service or the applicable law.

13. Data Protection

The TelevisBlue Registered User expressly consent to the use and disclosure of personally identifiable and other data and information pursuant to Eliwell's privacy policies available on the TelevisBlue Website and in accordance with the Italian laws and regulation, with the exclusion of any other international, federal, state or local provisions. The TelevisBlue License Holder further agree that Eliwell is entitled to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from the access and use of the TelevisBlue Services (including, by way of example and not limitation, information relating to levels, variations, frequencies, or any other information regarding the data and alarms messages transmitted and uploaded through the TelevisBlue Gateway). Any such data may be used by Eliwell for any lawful business purpose (including statistics, improvement of the TelevisBlue Services and development of new products) without a duty of accounting to the TelevisBlue License Holder, provided that they are used only in an aggregated form, without directly identifying the TelevisBlue License Holder, or any other entity or natural person as the source thereof.

14. Confidentiality

- 14.1 Either during or for 24 months after the Subscription Period, Eliwell and the TelevisBlue Registered User (each a "Receiving Party") shall (i) use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for the purposes and within the scope of these Terms of Service; (ii) restrict disclosure of such Confidential Information to its employees, consultants, or advisors who have a need to receive the Confidential Information to satisfy the purposes of these Terms of Services, provided, however, that such personnel are informed of the confidentiality obligations hereunder and each party uses its best efforts to ensure their compliance therewith, and (iii) not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care.
- 14.2 Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party; (vi) is disclosed generally to third parties by the Disclosing Party without restrictions, or (vii) was subject to compulsory disclosure disclosed pursuant to any statute, regulation, order, subpoena or document discovery request, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the disclosure.

15. Force Majeure

Eliwell shall not be deemed to be in breach of this Terms of Service and shall have no liability hereunder if its obligations are delayed or prevented by reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system (including, without limitation, failure or non-performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors), or any other cause beyond its reasonable control.

16. Applicable Law

These Terms of Service and all issues relating to the subject matter thereof or howsoever pertaining to the TelevisBlue system and/or the TelevisBlue Services shall be exclusively governed by the laws of Italy.

17. Arbitration

All disputes, controversies, or claims arising under, out of, or relating to these Terms of Service (including, without limitation, their validity, binding effect, interpretation, performance, breach or termination) as well as all issues relating to the subject matter thereof or howsoever pertaining to the TelevisBlue system and/or the TelevisBlue Services (including non-contractual claims) and the arbitrability of the issues submitted to arbitration hereunder shall be exclusively and finally settled through arbitration under the Rules of Arbitration of the International Chamber of Commerce then in effect by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in the English language. The place of arbitration shall be Milan (Italy) and the arbitrator/s shall apply the Italian law.

18. General

- 18.1 Any amendments to these Terms of Service, or any additional or different terms, conditions, statements or descriptions contained in any proposals, purchase orders, acknowledgments, announcements, or any other documents or communications, shall not be effective and binding for Eliwell unless expressly incorporated by reference herein by Eliwell's written declaration.
- 18.2 If any of the terms or conditions in these Terms of Service is found to be invalid or unenforceable by a competent jurisdiction, that term or condition will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force and effect.
- 18.3 Eliwell failure at any time to enforce any provision of these Terms of Service or any right or remedy available hereunder or at law, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of these Terms of Services. The exercise by Eliwell of any rights, remedies or options provided hereunder or at law shall not preclude or prejudice Eliwell from exercising thereafter the same or any other rights or remedies or options.

By clicking herein You represent that (i) You agree to be bound to and abide by these Terms of Service, and (ii) at least one of the following will be true each time You access the TelevisBlue Services through this TelevisBlue Account:

- * You are a TelevisBlue License Holder and are acting under a TelevisBlue License which is duly registered on this website in Your own name and for Your own benefit, or
- * You are a TelevisBlue Delegate User and are acting under a TelevisBlue License which is registered on this website in the name and for the benefit of a TelevisBlue License Holder who has appointed You as its TelevisBlue Delegate User.

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