IGEL
END USER LICENSE AGREEMENT
(EULA) FOR NORTH AND SOUTH
AMERICA

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1. This End User License Agreement ("**EULA**") is between IGEL Technology Corp., located at 594 Howard Street, Suite 200, San Francisco, California 94105 ("**IGEL**") and the customer (individual or entity) that has procured the licensed IGEL Software (as defined below) for use as an end user ("**End User**"). This EULA applies solely to licenses to IGEL Software granted by IGEL Technology Corp. as licensor. Purchases of licenses to IGEL Software from licensors other than IGEL Technology Corp. are subject to a separate end user license agreement (available on www.igel.com). End User acknowledges and agrees that, as between End User and IGEL, IGEL and its licensors (including IGEL Technology GmbH) are the sole owners of all right, title and interest in and to the IGEL Software, and all Intellectual Property Rights (as defined below) adherent or in connection with the IGEL Software are and shall remain the sole property of IGEL. All rights not expressly granted to End User are retained by IGEL and its licensors. "**IGEL Software**" means the object code form of the IGEL proprietary software solutions, including "**IGEL OS**", the "Universal Management Suite" ("**IGEL UMS**") and/or the "IGEL Enterprise Management Upgrade Pack" ("**IGEL EMP**") licensed to End User under this EULA, together with any Updates thereto and Documentation. The full use of the IGEL Software requires the purchase of a Delivery Token as further described in Section 2 below. "**Documentation**" means, collectively, the official, published IGEL Software operation instructions, release notes and user manuals for the IGEL Software, in electronic or written form, that IGEL has provided or otherwise made available to End User. "**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with utility models and designs, works of authorship, including copyrights, moral rights, and mask work rights; (b) registered and unregistered trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-technical know-how; (e) other proprietary rights in intellectual property of every kind

and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence.

2. Obtaining and Using IGEL Software. End User obtains IGEL Software, whether as a preinstalled release or as executable installation files, in different ways, for example via a software download or preinstalled on an IGEL Hardware Product. All non-licensed releases (i.e., without any unlocked features) and executable installation files have greatly reduced usability. The fully-intended use of the IGEL Software requires a "**License Key**", a technically generated and unique letter/number-combination, to obtain a productive functionality of the IGEL Software by unlocking the features of the IGEL Software through input of the applicable License Key inside the IGEL Software. The License Key can only be obtained via the "IGEL License Portal" or "**ILP**" by redeeming a "**Delivery Token**" (another technically generated and unique letter/number-combination) purchased from an authorized IGEL reseller ("Reseller") for the applicable License Key. End User shall purchase the number of Delivery Tokens for the number of purchased licenses of the IGEL Software, as well as purchase Support (as defined in Section 15), through a Reseller under a purchase order or other order document between End User and the Reseller where a corresponding order from an IGEL authorized distributer who is distributing to the Reseller has been accepted by IGEL (such distributor order, an "**Order Form**"). End User agrees to pay the amounts set forth in the relevant purchase order or other order form between End User and the applicable Reseller. Fees for Delivery Token for licenses for IGEL Software and for Support shall be invoiced as agreed between End User and the Reseller. Notwithstanding the foregoing, End User understands and agrees that fees for Delivery Token for licenses to IGEL Software and fees for Support shall be paid in advance of the relevant term covered. End User acknowledges that the Reseller and IGEL are independent of each other and that the Reseller does not have any authority to bind IGEL in any way, make any modifications to this EULA or to make any warranties or representations on IGEL's behalf and that IGEL has no liability whatsoever for any acts or omissions of any Reseller. An "**IGEL Hardware Product**" means any IGEL-branded hardware product that is purchased by End User through a Reseller. For clarity, IGEL Software may be included with or embedded in an IGEL Hardware Product (but is not included within the scope of the defined term "IGEL Hardware Product," as used in this EULA).

3. Subject to and conditioned upon End User's compliance with the restrictions and other terms and conditions of this EULA and full payment of the applicable Delivery Token fees, IGEL hereby grants to End User a limited, non-exclusive, non-transferable and non-sublicensable license, without rights to sub-license, to use the IGEL Software for which End User has purchased a Delivery Token for End User's internal business purposes and solely in accordance with the Documentation. Use of the IGEL Software shall be strictly limited to the number and type of licenses for either a specified period of time or perpetually (as further described in Section 5.1) as set forth on the applicable Order Form pursuant to which Delivery Tokens are purchased from IGEL.

4. End User may permit its Operators (as defined below) to access and use the IGEL Software solely for End User's and its Affiliates' (as defined below) benefit and only in accordance with this EULA and the applicable Documentation. End User shall be responsible and liable for all acts and

omissions committed by it and its Affiliates, and their respective Operators, as if they were the acts and omissions of End User. End User may not allow any other party to access or use the IGEL Software (except as expressly set forth in Section 6 below). IGEL shall be allowed to take technical measures to protect the IGEL Software and/or with a view to agreed restrictions regarding the license and use of the IGEL Software by End User. End User is not allowed to remove or evade such technical measures. "**Operator**" means an individual employed by or who provides services as an independent contractor to End User or its Affiliates (excluding Outsourcers addressed in Section 6) and who is supported with or uses the IGEL Software for the sole benefit of End User or its Affiliates. "**Affiliate**" means any person or legal entity that controls, is controlled by or is under common control with End User or IGEL (as applicable); where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities (more than fifty percent (50%) of an entity's voting or equity securities, contract, voting trust or otherwise).

5. License Models.
5.1. For licenses to the IGEL OS and/or IGEL UMS IGEL Software products, the license grant in Section 3 is (a) without restriction in terms of time and territory, and (b) limited to installation and use of such IGEL Software on the number of endpoint devices or instances corresponding to the amount of Delivery Tokens purchased by End User (hereinafter referred to as a "**Perpetual License**"). For licenses to IGEL Enterprise Managements Pack (EMP), the license grant in Section 3 is time-limited to the individually purchased duration specified on the Order Form and limited to installation and use of such IGEL Software on the number of endpoint devices or instances corresponding to the number of Delivery Tokens purchased by End User (hereinafter referred to as a "**Subscription License**"). In order to unlock functions of the IGEL Software, it is required to input a License Key inside the respective IGEL Software Product. Each License Key can only be used once to unlock functions on a given endpoint device. To the extent that multiple instances of IGEL Software are installed or executed (e.g. via virtual machines) on an endpoint device, each instance shall require a separate valid license. End User may create copies of IGEL Software solely to the extent that it is necessary to enable the unlocking of functions on the number of endpoint devices or instances, corresponding to the amount of licenses purchased with Delivery Tokens, and to use IGEL Software as intended. In addition, End User may create a reasonable number of backup copies of IGEL Software as reasonably necessary to support its internal business continuity and disaster recovery operations in the ordinary course of business. End User shall include on all such copies all proprietary rights legends and notices of the IGEL Software.

5.2. If End User has IGEL Software installed on a data carrier provided by IGEL for this purpose (e.g., an IGEL UD Pocket), the purchased license also includes the right to temporarily download and copy the IGEL Software to another IGEL Hardware Product or a third-party hardware product. However, the simultaneous use of the purchased IGEL Software license on more than one (1) hardware product device, whether IGEL Hardware Product or a third-party hardware product, is not permitted.

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party hardware product that meets to minimum technical requirements to operate the applicable IGEL Software.

5.4. License Portability. End User is entitled to transfer its License (which is bound to a certain Endpoint Device) to another Endpoint Device, if and as far as it ceases to use the unlocked IGEL Software on the originally bound Endpoint Device (e.g., via uninstalling the IGEL Software).

6. End User´s right of use under this EULA includes the limited right to permit outsourced services providers to access and use the IGEL Software (other than Test Software) within the framework of cloud or data center services contracted by, and solely for the benefit of, the End User ("**Outsourcer**"), provided that End User shall ensure Outsourcer´s compliance with the terms and conditions of this EULA and shall be responsible and liable for all acts and omissions committed by its Outsourcer as if they were the acts and omissions of End User, and any breach by any such Outsourcer of the terms or conditions herein is a breach by End User.

7. Pre-Release Software; Evaluation Software. If the IGEL Software provided under this EULA is software that is designated by IGEL (i) as any pre-commercial release software (e.g. indicated by the terms Release Candidate or Technology Preview, as described at https://kb.igel.com/licensesmore-igelos11/en/software-releases-overview-10325195.html) ("**Pre-Release Software**"), and/or (ii) for evaluation or similar purposes ("**Evaluation Software**", and together with Pre-Release Software, "**Test Software**"), End User may exercise the license grant in Section 3 only for its own internal, non-production evaluation of the Test Software, and End User may not use the Test Software for any other purpose, including competitive analysis, commercial, professional, or for-profit purposes. End User acknowledges and agrees that the Pre-Release Software may not operate correctly, may be substantially modified prior to first commercial shipment, or may be withdrawn completely at any time. END USER'S DOWNLOAD, INSTALLATION, ACCESS, AND USE OF THE TEST SOFTWARE IS AT END USER'S SOLE RISK AND EXPENSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, THE DOWNLOAD, INSTALLATION, ACCESS, AND USE OF TEST SOFTWARE IS PROVIDED "AS IS", AND IGEL DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SUPPORT OBLIGATIONS, AND OTHER LIABILITIES AND OBLIGATIONS IN CONNECTION WITH THE INSTALLATION, ACCESS, OR USE OF THE TEST SOFTWARE. The license grant Section 3 for Test Software expires 30 days after download of the Test Software unless otherwise agreed in writing by IGEL.

8. Third Party Software. End User acknowledges and agrees that the IGEL Software may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to IGEL Software (collectively, "**Third Party Software**"), as referenced in the IGEL Software itself, the Documentation, or on IGEL's website, for use in combination with the IGEL Software. This EULA shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern End User's access to and use of the applicable Third Party Software. Such Third Party Software is

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9.   Termination. End User may terminate this EULA without refund at any time by ceasing to access and use and removing the IGEL Software from End User's environment, destroying all copies of the IGEL Software and Documentation, and providing written notice to IGEL. IGEL may terminate this EULA, effective upon written notice to End User, in the event that End User materially breaches this EULA and (if such breach is capable of cure) the End User fails to cure such breach within 30 days from IGEL's written notice thereof. Upon any expiration or termination of this EULA, the licenses granted herein will automatically terminate and End User must immediately remove and destroy all copies of the IGEL Software and Documentation, including all back-up copies. Any obligations to pay license, Support, and all other fees incurred prior to termination shall survive termination.

10.   Audit. During the term of this EULA and for the longer of two (2) years after termination of (i) the EULA or (ii) the Support term for the applicable IGEL Software, End User shall maintain accurate and complete records regarding End User's use of the IGEL Software and End User shall (a) permit IGEL (or persons authorized by IGEL) to inspect such records and End User's computer equipment in order to verify that End User's use of the IGEL Software is in compliance with this EULA and that End User has paid the applicable license fees and Support fees for the IGEL Software; (b) if so requested by IGEL, certify through a director or officer of End User, that End User's use of the IGEL Software is, and has been at all times during the applicable license term been, in accordance with this EULA; and (c) permit IGEL (or persons authorized by IGEL) to inspect records regarding End User's use of the IGEL Software, whether through the provision of Support by IGEL using such tools and/or IGEL Software available to IGEL from time to time, or otherwise. IGEL may conduct an audit no more than once per calendar year (or more frequently if IGEL has knowledge or reasonable belief of End User's non-compliance with any material term of this EULA) and such audits shall take place during normal business hours and on reasonable prior notice. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, End User shall immediately pay such underpayment to IGEL and where any underpayment is more than five percent (5%) of the amounts payable by End User for the audited period, End User shall promptly reimburse IGEL for the reasonable costs of the audit.

11.   Intellectual Property Indemnification. IGEL shall (at its own expense) defend or settle any unaffiliated third party claim, suit or proceeding brought against End User alleging that the IGEL Software infringes upon any U.S. or Canadian patent or copyright of such third party

("**Infringement Claim**"), and IGEL shall pay, indemnify, and hold End User harmless from any damages finally awarded to such third party by a court of competent jurisdiction as a result of the Infringement Claim or any settlement of the Claim between IGEL and the third party. IGEL's obligations above are conditioned on End User (a) promptly notifying IGEL in writing of the Infringement Claim or threat thereof such that IGEL is not prejudiced by any delay in such notification, (b) doing nothing which may prejudice IGEL's defense of such Infringement Claim, and (c) giving IGEL the sole right to control the investigation, defense and settlement of the Infringement Claim and, if so requested by IGEL, End User providing reasonable assistance at IGEL's expense. If any Infringement Claim is made or in IGEL's opinion appears possible, IGEL shall, at its sole expense and option either: (i) procure the right for End User to continue to use the alleged infringing IGEL Software; (ii) replace or modify the IGEL Software to make it non-infringing; or (iii), if neither (i) nor (ii) are reasonably achievable, terminate this EULA, and provide End User with a refund of the license fees actually paid to IGEL for End User's affected IGEL Software subject to a straight line depreciation over a three (3) year period from purchase. IGEL assumes no liability for any Infringement Claim or allegations of infringement based on: (i) the combination, operation, or use of the IGEL Software with products, services, hardware, data or other materials not furnished by IGEL, if such Infringement Claim would have been avoided by the use of the IGEL Software alone; (ii) alterations or modifications to the IGEL Software by End User or its agents or at End User's direction; (iii) the failure to install any Updates made available by IGEL; (iv) End User's use of any IGEL Software after IGEL had provided End User with a subsequent non-infringing release of the IGEL Software or its replacement; (iv) use of the IGEL Software otherwise than in accordance with the Documentation and any Applicable Laws; or (v) if End User settles or makes any admissions with respect to an Infringement Claim without IGEL's prior written consent. THIS SECTION 11 STATES IGEL'S SOLE OBLIGATION AND LIABILITY, AND END USER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OF ANY KIND.

End User shall (at its expense) indemnify, defend and hold harmless, or at its option settle, any third party claim, suit or proceeding brought against IGEL, its Affiliates and their respective employees, officers, and directors ("**IGEL Indemnitee(s)**") alleging that End User's use of the IGEL Software in violation of this EULA infringes upon any Intellectual Property Right of any third party or violates Applicable Laws, and End User shall pay all third party costs and damages awarded against the IGEL Indemnitees in judgment of such claim or agreed to in settlement of such claim between End User and such third party; provided that the IGEL Indemnitee(s): (a) provide End User with prompt notification of the claim, such that End User is not prejudiced by any delay in such notification; and (b) provide reasonable assistance in connection with the defense or settlement, at End User's expense. Notwithstanding the foregoing, End User may not settle any claim without the relevant IGEL Indemnitee's consent to the extent such settlement requires the IGEL Indemnitee to admit liability, fault, or a wrongful act or conduct and/or otherwise requires the payment of un-indemnified money damages by the IGEL Indemnitee.

12. Confidentiality. Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained

herein) any Confidential Information which may be provided in connection with this EULA. "**Confidential Information**" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the IGEL Software (both object and source code), Documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving party to be confidential. Confidential Information will include this EULA, any and all non-public information relating to any IGEL Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving party is legally required to disclose.

13.   LIMITED SOFTWARE WARRANTY. IGEL warrants that the IGEL Software will not contain defects that cause the IGEL Software to fail to substantially conform to the applicable Documentation for ninety (90) days following the date of the applicable purchase order authorizing the License Token for the IGEL Software ("Warranty Period"). This Limited Warranty does not apply if the IGEL Software, IGEL Hardware or any other equipment upon which the IGEL Software is authorized to be used: (i) has been altered, except by IGEL or its authorized representative, (ii) has not been installed, operated, repaired or maintained in accordance with instructions supplied by IGEL or its authorized representative, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Reseller does not receive payment of a purchase price or license fee; (v) has not been provided by a Reseller; (vi) is not covered by an active IGEL EULA. This Limited Warranty is only available to the original end user customer ("End User") authorized by the EULA.

13.1. Exclusive Remedy. IGEL shall use commercially reasonable efforts to repair or replace the non-conforming IGEL Software. This remedy is conditioned on the following: (i) End User reports the non-conformance in writing to IGEL during the Warranty Period, (ii) End User promptly provides any additional information reasonably requested by IGEL, (iii) IGEL is able to reproduce and validate the non-conformance, (iv) End User returns the IGEL Software and/or Documentation if requested as a condition of this remedy, and (v) End User complies with this Limited Warranty. End User acknowledges and agrees that this is the exclusive remedy and IGEL's sole liability under the Limited Warranty and a warranty claim may be performed and/or resolved by IGEL, IGEL's Affiliates or other third parties from within or outside of the United States.

13.2. Limitations and Exclusions of Liability. In no event will IGEL, its suppliers, Affiliates or their Resellers be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the IGEL Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; (c) loss of revenue, profits, goodwill or anticipated sales or savings; (d) loss of use, and (e) costs of procurement of substitute goods. All liability of IGEL, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to End User, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by End User to any Reseller for the IGEL Software in the preceding twelve (12) months that gave rise to the claim. This limitation of liability for IGEL Software is cumulative and not per incident. Nothing in this Limited Warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

13.3. Disclaimer. Except as expressly set forth above, IGEL and its licensors/Reseller provide the IGEL Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, quality, accuracy, title, and non-infringement. IGEL does not warrant that the IGEL Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, IGEL does not warrant that the IGEL Software or any equipment, system or network on which the IGEL Software is used will be free of viruses, vulnerability to intrusion or attack. This Limited Warranty does not apply to any Third-Party Software. This Limited Warranty supersedes any prior agreements or representations made in IGEL's and its Affiliate's sales literature or advice given by IGEL or its Affiliates, any IGEL channel partner, Reseller, or an agent or employee thereof – that may have been made in connection with the purchase of a license to the IGEL Software. No change to this Limited Warranty is valid unless made in writing and signed by an authorized representative of IGEL.

14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM USE OF THE IGEL SOFTWARE INCLUDING UPDATES, DOCUMENTATION, AND THIRD-PARTY SOFTWARE, OR

OTHERWISE ARISING IN CONNECTION WITH THIS EULA, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS, OR DISTRIBUTORS EXCEED THE AMOUNTS PAID TO IGEL FOR END USER'S SPECIFIC IGEL SOFTWARE AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION WILL APPLY EVEN IF A PARTY, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE LICENSE FEES REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO END USER. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 14.

"**EXCLUDED CLAIMS**" MEANS (I) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 12; (II) END USER'S PAYMENT OBLIGATIONS FOR IGEL SOFTWARE; AND (III) END USER'S MISUSE, VIOLATION, OR MISAPPROPRIATION OF IGEL'S INTELLECTUAL PROPERTY.

15. Maintenance and Support Services. End User may purchase maintenance and support services for the IGEL Software ("**Support**"). Except as set forth herein, End User has no rights to any official IGEL updates, upgrades, enhancements or other official modifications to the IGEL Software (collectively "**Updates**") unless End User purchases the applicable Support. All Support provided for the IGEL Software is subject to IGEL's then-current Terms for Maintenance and Support Services as displayed at https://www.igel.com/terms-conditions/. If End User purchases Support for the IGEL Software, End User is required to purchase and maintain Support at the same level and for the same number of all active licenses of the IGEL Software. The official Updates, as described in the Software Releases Overview Section of the IGEL Software License and More website available at https://kb.igel.com/licensesmore-igelos11/en (i.e., Major Release, Stable Release, Private Build, and Dead End Release, but excluding Release Candidate and Technology Preview) that are provided to End User pursuant to Support shall be considered IGEL Software under the terms of this EULA.

16. All Support information ("**Support Information**") provided by IGEL to the End User with respect to the IGEL Software and its use is provided solely on a non-legally binding and liability free basis. IGEL provides all Support Information to the best of its knowledge at the time of publication and on the basis of the information provided by the End User. IGEL does not guarantee the accuracy of its Support Information. Any Support Information provided by IGEL does not release the End User of its obligation to test system changes beforehand. New IGEL Software and Updates must always be tested by End User in advance. The End User is obligated to promptly inform IGEL of all relevant facts and information, so that IGEL can provide the Support Information appropriately.

17.   The End User is responsible for performing data backups at regular intervals and for backing up this data on a separate data carrier. This is particularly recommended before installing an Update. In addition, the End User is responsible for protecting itself from the loss of data by using appropriate measures.

18.   End User agrees to abide by and act in accordance with all laws, regulations and rules ("**Applicable Laws**") applicable to End User's access to and use of the IGEL Software and to End User's conduct in connection with this EULA, in particular relating to applicable privacy and data protection laws and anti-corruption laws in force at any time during the term of this EULA.

19.   Except as permitted by law or as expressly authorized by IGEL in writing, End User will not (and will not permit any Affiliate, Operator, or third-party including Outsourcers to):

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(iii) use, offer, transfer, or distribute the IGEL Software in competition with IGEL including on a time-sharing or service bureau basis;

(iv)   modify, adapt, translate or create derivative works based on the IGEL Software, or in any way cause the IGEL Software to be subject to any open source obligations;

(v)   transfer the IGEL Software, unless such IGEL Software is not Test Software and is (i) licensed under this EULA and is being transferred in connection with the sale by End User of IGEL Hardware Products, but only where the IGEL Software is incorporated in the IGEL Hardware Product being transferred or sold, and such transfer and sale is in compliance with IGEL's then-applicable hardware transfer policy.

(vi)   create, disclose, distribute, sublicense, license or otherwise transfer any implementation of IGEL's application programming interfaces (APIs) except to support End User's authorized use of the IGEL Software within End User's internal organization;

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(viii)   subject to the limited sublicense right permitted under Section 6 in respect of Outsourcers, assign, sell, resell, rent, lease, distribute, sub-license or otherwise transfer or convey the IGEL Software, any of its components or adaptations, or any Documentation relating to the foregoing.

20.   General.

20.1.   Privacy Policy. End User's use of the IGEL Software and Support is subject to IGEL's then-current Privacy Policy, available at: https://www.igel.com/terms-conditions/.

20.2.   High Risk Applications. End User acknowledges and agrees that IGEL Software products have not been tested or certified for use in any high-risk applications, including the operation of nuclear facilities, aircraft navigation, air traffic control, emergency communications systems, life support devices, weapons systems, or any other application where the failure or malfunction of any IGEL Software can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm ("**High Risk Applications**"). IGEL makes no warranties or assurances that IGEL Software is suitable for any High Risk Applications and End User shall defend and indemnify IGEL Indemnitees from any claims made by third parties resulting from any such High Risk Applications.

20.3.   U.S. Government End Users. Each of the components that constitute the IGEL Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the IGEL Software with only those rights set forth herein. If IGEL Software is acquired for or on behalf of the U.S. Government or any of its agencies, then it is recognized and agreed that the IGEL Software was: (i) developed at private expense; (ii) not required to be originated or developed under a U.S. Government contract; and (iii) not generated as a necessary part of performing a U.S. Government contract.

20.4.   Assignment. Except as expressly permitted herein, End User may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the EULA. Any attempted assignment in violation of the foregoing shall be void and of no effect.

20.5.   Export Restriction. End User will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL Software in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills, Canada, the European Union, and other applicable countries and agencies.

20.6.   Severance. If any provision of this EULA is held to be unenforceable, void or invalid under Applicable Law, such provision shall be deemed omitted and the remaining provisions will remain in full force.

20.7.   Entire EULA. Subject to Section 8, this EULA, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between IGEL and End User with respect to the IGEL Software and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject

matter contained herein. Any printed or other terms and conditions on an Order Form or purchase order or similar order document or agreement between End User and a Reseller conflicting with, or purporting to add to, the terms and conditions of this EULA will be of no force or effect.

20.8. No Waiver. No failure or delay to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy.

20.9. Force Majeure. Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the EULA (except for a failure to pay fees) if such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations under this EULA.

20.10. Third Party Rights. IGEL's Affiliates may be third party beneficiaries of this EULA. Subject to the forgoing, a person who is not a party to the EULA shall not have any rights under or in connection with it.

20.11. Variation. Any variation to the EULA shall only be binding when agreed in writing and signed by both parties.

20.12. Survival. Sections 1, 11, 12, 13, 14, 15, 19 and 20, and any other right, obligation or provision under this EULA that, by its nature, should survive termination or expiration of this EULA, shall survive the termination or expiration of this EULA.

20.13. This EULA and all claims and actions of End User relating to IGEL Software are governed by the laws of the State of California, without giving effect to any choice of law provisions or rules that would cause the application of the laws of a different jurisdiction. For all disputes regarding this EULA and the IGEL Software, the parties submit to the non-exclusive jurisdiction of the federal and state courts located in San Francisco County, California. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this EULA.