



ONE PLATFORM – CONNECTING EVERYTHING

Last Updated: May 2025

ENGLISH

PLEASE READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT ("**AGREEMENT**") CAREFULLY BEFORE INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE. THIS AGREEMENT GOVERNS THE PURCHASE, USE, UPDATE AND RENEWAL OF USE OF SOTI SOFTWARE. BY CLICKING "ACCEPT" AND/OR BY INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY EXIT THE SETUP SOFTWARE AND RETURN ALL ACCOMPANYING ITEMS (INCLUDING ALL FORMS OF DOCUMENTATION) TO THE PLACE OF ORIGIN.

1. LICENSE

1.1 Product(s) License

Subject to and in accordance with the terms of this Agreement, SOTI grants Licensee a non-transferable, non-exclusive, non-sublicensable, revocable, and limited license:

- a) for Licensee to access or use one or more Product(s) on the number of Devices specified in an agreed Order. This is not a concurrent use license for Devices. Each license is assigned to a single enrolled Device. A license may only be reassigned when a Device is disenrolled; and
- b) to use the Documentation for the purposes of this Agreement, including to configure the Products to the Licensee's specifications.

Licensee may permit its Affiliates, and each of Licensee and its Affiliates' employees, agents, consultants, or contractors to access and use the Product(s) in accordance with Licensee's rights and obligations under this Agreement (collectively with Licensee and its Affiliates, the "**Licensee Parties**"). Licensee shall be responsible for compliance with this Agreement by the Licensee Parties, to the extent they use or access the Product(s).

1.2 Trial Licenses

SOTI may provide Licensee with trial licenses for Licensee to test and evaluate Product(s) and or beta features ("**Trial**"). All Trials will be exclusively governed by SOTI's Trial License Agreement available at <https://soti.net/media/2234/soti-software-trial-terms-of-use.pdf> ("**Trial Terms**"), as updated by SOTI from time to time. For clarity, with respect to Trials, the Trial terms will prevail if there is any discrepancy or conflict between this Agreement and the Trial Terms. The maximum number and duration of Trial licenses Licensee may obtain is subject to SOTI's discretion. SOTI reserves the right to restrict the number of Trials Licensee can receive at any time.

2. PRODUCT(S) REQUIREMENTS

To access or use the Product(s) or certain features of the Product(s), Licensee acknowledges that it must have an internet connection, and hardware and software that is compatible with the Product(s) as indicated in the Documentation.

3. PRODUCT SUPPORT SERVICE(S)

Support Service(s) accompanying the Product(s) are governed by SOTI's Service Level Agreement Terms, which are incorporated by reference into this Agreement as Appendix A. The level of support SOTI provides to Licensee corresponds with the Support Service(s) type Licensee has purchased to accompany the Product(s). For clarity, in the event Licensee purchases professional services, such professional services will not be considered as part of SOTI's Support Service(s). SOTI's professional services will be governed by SOTI's professional services terms entered between the parties.

4. UPGRADES AND UPDATES

SOTI may, at any time, provide enhancements or modifications to the Product(s) by effecting Product upgrades or updates. Any such upgraded or updated Product(s) will continue be governed by this Agreement. Any license agreements provided with any new features within the Products shall supplement the terms of this Agreement. Where SOTI makes an upgrade or update, such upgrades or updates may have APIs, features, services and/or functionality that are different from those found in the Product(s) licensed under this Agreement, and Licensee shall ensure that any equipment and/or Devices being managed by the Product(s) are compatible with any version of the Product(s) SOTI offers.

5. SUPPORT SERVICE(S) MATCHING

Product(s) within the same instance must have the same Support Service(s) type and duration. For Orders adding more licenses to a Product instance ("**Add-on Licenses**"), Licensee may: i) pro-rate the Support Service(s) period for the Add-On Licenses to end at the same time as the existing Support Service(s) period; or ii) purchase an extension of the Support Service(s) period of the existing Product(s) to co-terminate with the Support Service(s) period of the Add-on Licenses.

6. PRICING AND TERMS OF PAYMENT

6.1 Licensee Purchasing through Authorized Partner

If Licensee purchases Product(s) or Support Service(s) through an Authorized Partner (i.e. not directly from SOTI), Licensee shall be responsible for making payments to the Authorized Partner in accordance with the Licensee's agreement with such Authorized Partner. Licensee understands and agrees that SOTI is not a party to any agreement between Licensee and Authorized Partner and that SOTI shall have no liability arising from any agreement between Licensee and Authorized Partner. Should the Licensee have any undisputed amount owing in connection with the Product(s) or Support Service(s) which is overdue as communicated and evidenced by the Authorized Partner, SOTI may, without limiting SOTI's other rights and remedies, suspend the Product(s) and Support Service(s) until such amounts are paid in full.

6.2 Licensee Purchasing Directly from SOTI

If Licensee purchases Product(s) or Support Service(s) directly from SOTI, the terms set out in Appendix B shall apply.

7. THIRD PARTY FEATURES

7.1 Third Party Features

The Product(s) may contain Third Party Features. Unless as otherwise indicated, the enablement of Third-Party Features is not required or necessary to use the Product(s). The availability and enablement of certain Third-Party Features may be subject to an additional fee. Licensee acknowledges and agrees that Third Party Features are provided "AS IS" or "AS AVAILABLE", with no liabilities, obligations or warranties of any kind, including the interoperability of Third-Party Features. Any sublicense or access to Third Party Features will terminate upon the expiration of this Agreement or corresponding Product(s) licenses. Licensee shall not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of any Third-Party Features, which shall be subject to the same restrictions as those set forth with respect to the Product(s) within this Agreement. If the Third-Party Features are no longer available or if the applicable third-party provider no longer allows the Third-Party Features to interface with the Product(s), then such features will no longer be available or function in the Product(s).

7.2 Location Based Services

The Products contain certain location-based services ("**LBS**"). LBS features can be used with Devices that are equipped with a GPS receiver or Devices that utilize cellular based location capabilities. The LBS features in the Products are Third Party Features that are powered by Microsoft's Bing Maps technology and/or Azure Maps. By using the LBS features, Licensee consents to SOTI's and its service providers' processing of location data, including the real-time geographic location of Licensee's Device, and location search queries, for the provision of LBS features. Licensee may withdraw this consent at any time by disabling the location-based features in Licensee's Device. SOTI may suspend the LBS features if the Licensee uses the LBS features in a manner that is not specified or contemplated in the Documentation or otherwise exceeds the reasonable usage of the LBS features.

The current Terms of Use and Privacy Statement for Microsoft's Bing Maps technology may be accessed at: <http://www.microsoft.com/maps/assets/docs/terms.aspx>; and <https://privacy.microsoft.com/en-us/privacystatement> ("Microsoft Terms"). The current Product Terms and Privacy Statement for Azure Maps technology may be accessed at: <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/EAEAS#ServiceSpecificTerms>; and <https://privacy.microsoft.com/en-us/privacystatement> ("Azure Terms") ("Azure Terms" and "Microsoft Terms" shall be collectively referred to as "LBS Terms"). By using the LBS features, the Licensee hereby agrees that its use of the LBS features is subject to the LBS Terms. The LBS Terms may be updated by the applicable third-party service provider from time to time and the Licensee is responsible for ensuring continued compliance with any updates to the LBS Terms.

7.3 Anti-Virus and URL Filtering

The Anti-Virus and URL Filtering feature available through the Product(s) is powered by BitDefender. The Terms of Use and Privacy Policy of BitDefender may be accessed at: <https://www.bitdefender.com/site/Main/view/end-user-license-minimum-terms.html>; <https://www.bitdefender.com/site/view/legal-privacy-policy-for-bitdefender-business-solutions.html>.

8. THIRD PARTY PRODUCTS

The Product(s) may permit integration with certain Third-Party Products. Licensee may use Third-Party Products in its sole discretion, and SOTI disclaims all liability arising from Licensee's use of such Third-Party Products. SOTI cannot guarantee the continued availability of such integrations and may cease providing them without entitling Licensee to any refund, credit, or other compensation. The terms of use of any Third-Party Products are solely between Licensee and the applicable third party. Licensee shall not use the Product(s) in a manner that violates or breaches any applicable Third-Party Product terms. If Licensee elects to use a Third-Party Product in connection with the Product(s), Licensee grants SOTI permission to allow the Third-Party Product and the Third-Party Product provider to access Licensee Data as required for the use of that Third-Party Product with the Product(s). Licensee shall solely be responsible for ensuring that it obtains appropriate consents and authorizations or otherwise maintains a lawful basis for the disclosure of Licensee Data by SOTI to the Third-Party Products providers. SOTI is not responsible for any processing of Licensee Data by Third-Party Products providers.

9. RESTRICTIONS

Except to the extent expressly permitted in this Agreement, Licensee shall not:

- a) permit any third party to access the Product(s) or attempt to gain access to the Product(s) or any related systems or networks in a manner not set out in the Documentation;
- b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise make the Product(s), Support Service(s) or Documentation available to any third party;
- c) decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the Product(s);
- d) use the Product(s) other than for internal use with the Licensee's ordinary business processes;
- e) copy, frame or mirror any functions, integrations, interfaces, graphics or content of the Product(s), Service(s) or Documentation;
- f) apply any procedure or process to the Product(s) or Support Service(s) to ascertain the source code or source listings for the Product(s);
- g) use the Product(s) or Support Service(s) to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights;
- h) interfere with or disrupt the integrity or performance of the Product(s), Support Service(s) or the data contained therein;
- i) send or store Malware in connection with the Product(s);
- j) use the Product(s), Documentation or SOTI intellectual property in a manner that would violate any Intellectual Property Right;
- k) use or access the Product(s) or Support Service(s) to build a competitive product or service; or
- l) use the Product(s) on Devices that don't have appropriate physical, technical or administrative security safeguards. SOTI disclaims any responsibility with respect to the enrollment of licenses on Devices without appropriate safeguards.

10. SUGGESTIONS AND FEEDBACK

Licensee hereby grants SOTI a royalty-free, transferable, sub-licensable, irrevocable, perpetual and worldwide license to use or incorporate into the Product(s) or Support Service(s) any suggestions, enhancement requests, recommendations or other feedback provided by Licensee relating to the operation of the Product(s) or Support Service(s).

11. OWNERSHIP

- a) **SOTI Ownership.** Subject to the limited rights expressly granted in this Agreement, no express or implied right is granted to Licensee regarding the Product(s) and Support Service(s), SOTI Confidential Information, or other property of SOTI. SOTI and its Affiliates, retain all rights, title, and ownership in and to all Intellectual Property Rights in the Product(s), Support Service(s) and Documentation.
- b) **Licensee Ownership.** Except for the limited rights granted in this Agreement, Licensee owns all rights, title and interest, including Intellectual Property Rights, in the Licensee Data.

12. CONFIDENTIALITY

12.1 Definition of Confidential Information

"**Confidential Information**" means all non-public, confidential, or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. For clarity, SOTI's Confidential Information shall include the Product(s); and Confidential Information of each party shall include the terms and conditions of this Agreement. Confidential Information shall not include any information that (a) was in the possession of or known to the Recipient without an obligation of confidentiality at the time of disclosure; (b) before or after the time of disclosure became generally available and known by the public through no breach of this Agreement by the Recipient; (c) was disclosed to the Recipient by a third party under no obligation to maintain the confidentiality of such information; or (d) the Recipient independently developed without use of or reliance on the Confidential Information. For clarity, Licensee Data will not be considered Confidential Information, and any processing of Licensee Data by SOTI shall be in accordance with Sections 13 ("**Data Protection**") and 14 ("**Personal Data**") of this Agreement.

12.2 Protection of Confidential Information

- a) The Recipient shall not at any time, other than in accordance with this Agreement:
 - i. disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; provided that the Recipient may disclose the Confidential Information to its directors, officers, employees, agents, consultants, and partners (collectively, the "**Representatives**") who have a 'need-to-know' for the purposes of this Agreement and are bound by confidentiality obligations that are at least as protective as those within this Agreement;
 - ii. use or copy the Confidential Information, or permit it to be accessed, copied or used for any purpose other than as set out in this Agreement; or otherwise to the Disclosing Party's detriment, including to reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products, and/or intellectual property.
- b) The Recipient shall protect the Confidential Information using at least the same degree of care as it uses to protect its own confidential information from unauthorized use, access or disclosure, but not less than a reasonable degree of care.
- c) Any reproduction of the Confidential Information by the Recipient shall include all confidentiality or confidential rights notices or legends as the original, unless otherwise approved by the Disclosing Party in writing.

12.3 Compelled Disclosure

Notwithstanding Section 12.2, if the Recipient is legally compelled to disclose any Confidential Information ("**Disclosure Order**"), the Recipient will: (i) provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek (at the Disclosing Party's sole cost), a protective order or other remedies; and (ii) to the extent legally permitted, make reasonable efforts to prevent or minimize the disclosure to third parties. If requested by the Disclosing Party, the Recipient will, to the extent legally permitted, provide reasonable assistance (at the Disclosing Party's cost) in opposing a Disclosure Order.

13. DATA PROTECTION

SOTI shall maintain appropriate administrative, physical, and technical safeguards for the security, confidentiality and integrity of Licensee Data, including maintaining a security program materially in accordance with industry standards and the controls set forth in the Audit Report. Except as stated otherwise in this Agreement, SOTI shall only use and disclose Licensee Data to the extent necessary to provide the Product(s) and/or Support Service(s) under this Agreement. SOTI shall notify Licensee promptly, but no later than 72 hours, after SOTI learns of any potential, actual or suspected breach or unauthorized access to, or disclosure or use of Licensee Data. Promptly upon the termination of this Agreement, or at any time upon the written request of Licensee, SOTI shall securely destroy or return (if requested in writing by Licensee) all Licensee Data in any form in SOTI's possession or control.

14. PERSONAL DATA

SOTI shall process any Personal Data contained within the Licensee Data in accordance with SOTI's privacy policy available at <https://soti.net/about/legal/policies/privacy-notice/>. SOTI shall ensure that it complies with applicable data privacy laws with respect to its processing of Personal Data. Notwithstanding the foregoing, Licensee shall ensure that it has all necessary rights and authorizations to collect and process Personal Data using the Product(s), and to provide such Personal Data to SOTI for processing in accordance with this Agreement. To the extent required by applicable laws, Licensee is responsible for ensuring it has a lawful basis for collecting and processing Personal Data using the Product(s), including for disclosing Personal Data to SOTI. Licensee understands and agrees that SOTI and/or its Affiliates may de-identify and/or aggregate Licensee Data in a manner that such data can no longer be considered Personal Data under applicable laws ("**Aggregated Data**"). SOTI may use such Aggregated Data to improve, upgrade or develop the Product(s) and Support Service(s), and to conduct business intelligence. SOTI may share such Aggregated Data with its partners and service providers only for the limited purposes specified in this Section.

15. WARRANTIES AND RESPONSIBILITIES

15.1 SOTI represents and warrants that:

- a) SOTI shall provide Support Service(s) as set out in Clause 3;
- b) the Product(s) will substantially perform the functions or generally conform to the Documentation ("**Product Warranty**") subject to the following: (i) the Product Warranty is provided for a period of ninety (90) days following the date on which Licensee begins using the Product(s) ("**Warranty Period**"); (ii) if there is a Product Warranty issue, Licensee may, within the Warranty Period, provide SOTI with written notice of such issue ("**Warranty Notice**"); (iii) from the date SOTI receives a Warranty Notice from Licensee, SOTI will review and investigate and provide a resolution; and (iv) if SOTI is unable to provide a resolution to the issue described in the Warranty Notice, Licensee may terminate this Agreement and receive a pro-rata refund of the prepaid unused portion of the Product(s) for the remainder of the subscription term; and
- c) to the best of its knowledge, the Product(s) do not contain, and SOTI will not knowingly introduce, any Malware.

15.2 Licensee represents and warrants that it shall:

- a) be responsible for its End User, Affiliates, or authorized representatives' compliance with this Agreement;
- b) be solely responsible for the accuracy, quality, integrity and legality of Licensee Data and of the means by which Licensee acquired Licensee Data;
- c) use commercially reasonable efforts to prevent unauthorized access to or use of the Product(s), and notify SOTI promptly of any such unauthorized access or use; and
- d) use the Product(s) only in accordance with the Documentation, this Agreement and applicable laws, or other information SOTI provides to Licensee from time to time.

15.3 Licensee acknowledges that Section 15.1 does not apply to Trials. Without prejudice to SOTI's obligations under this Agreement in respect of data protection laws, Product(s) and Support Service(s) provided in connection with Trials are provided 'as is' and without warranty to the maximum extent permitted by law.

15.4 Mutual Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement.

16. PRODUCT DISCLAIMER

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE PRODUCT(S) AND SUPPORT SERVICE(S) ARE PROVIDED "AS IS", AND SOTI MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SOTI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOTI DOES NOT WARRANT THAT THE PRODUCT(S) WILL BE ERROR FREE, UNINTERRUPTED OR APPEAR PRECISELY AS DESCRIBED IN THE DOCUMENTATION. THE PRODUCT WARRANTY DOES NOT APPLY TO ANY PRODUCT THAT HAS: (I) NOT BEEN USED IN ACCORDANCE WITH THIS AGREEMENT AND/OR THE DOCUMENTATION; OR (II) BEEN ALTERED IN ANY WAY BY LICENSEE OR ANY THIRD PARTY NOT UNDER THE CONTROL OF SOTI.

17. INDEMNIFICATION

17.1 Licensee Indemnities. Licensee shall indemnify and hold harmless SOTI including its staff, officers, directors, partners and controlling persons from and against any losses, damages, costs (including attorney fees), fines and penalties ("**Losses**") arising out of any and all third party claims relating to Licensee's: (i) alleged or actual violation of any statute, law, ordinance or

regulation; (ii) alleged or actual infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right or other rights of SOTI or any third party; or (iii) violation of Section 9 (Restrictions).

17.2 SOTI Indemnities. SOTI shall indemnify and hold harmless the Licensee including its staff, officers, directors, partners and controlling persons from and against any and all Losses arising out of any third-party claims to the extent caused by SOTI's infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right or other rights of a third party ("**SOTI Indemnity**").

17.3 The SOTI Indemnity obligations shall not apply to the extent the third party claim arises from any: (i) modification of the Product(s) by anyone other than SOTI; (ii) use of Product(s) and/or Support Service(s) in a manner inconsistent with SOTI's published Documentation or in violation of this Agreement; (iii) use of the Product(s) in combination with any Third Party Products if such claim would not have occurred without such combination (collectively "**Indemnity Exclusions**"). Licensee shall indemnify SOTI and its Affiliates against any claims, actions, losses, damages, liability, costs and expenses (including reasonable professional fees) arising from an Indemnity Exclusion.

17.4 If Licensee is enjoined from using the Product(s) or Support Service(s), or SOTI reasonably believes it will be enjoined, SOTI shall have the right, at its sole option, to obtain for Licensee the right to continue use of the Product(s) and/or Support Service(s) or to replace or modify the Product(s) and/or Support Service(s) so that it is no longer infringing. If neither of the foregoing options is reasonably available to SOTI, then the Agreement may be terminated at either party's option, and SOTI's sole liability, in addition to the indemnification obligations herein, shall be to provide a pro rata refund of any unused any prepaid fees.

17.5 Each Party's indemnification obligations are conditional on the indemnitee providing the indemnitor with: (a) prompt written notice of a claim, including the factual details of the claim; (b) sole authority to settle or defend such claim; and (c) reasonable assistance, at the indemnitor's expense, to settle or defend such claim. Notwithstanding the foregoing: (d) failure to provide prompt notice shall not relieve the indemnitor of any of its obligations except to the extent such failure materially prejudices the indemnitor's defense of the claim; and (e) the indemnitor shall not settle any claim without the written consent of the indemnitee unless such settlement unconditionally releases indemnitee of all liability. Indemnitee shall additionally have a duty to mitigate losses in relation to such claim.

18. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF SECTION 12 (CONFIDENTIALITY), AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 12 (CONFIDENTIALITY) AND ANY LIABILITY OWED UNDER THE INDEMNIFICATION OBLIGATIONS OF SECTION 17.1 (LICENSEE INDEMNITIES) and 17.2 (SOTI INDEMNITIES), EACH PARTY'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO THE AMOUNT OWED OR PAID BY LICENSEE TO SOTI FOR THE PRODUCT(S) AND SUPPORT SERVICE(S) WITHIN TWELVE (12) MONTHS PRECEDING THE CLAIM.

19. TERM AND TERMINATION

19.1 Term of Agreement

This Agreement commences on the date of execution (including click-through by Licensee) and continues until all Product(s) licenses granted in accordance with this Agreement have expired or been terminated. If Licensee uses the Product(s) for a free or trial period and does not purchase an active production instance before the end of that period, this Agreement will terminate at the end of the free or trial period. Subscription to the Product(s) is for the period set forth in the applicable accepted Order.

19.2 Termination for Cause

Either Party may terminate this Agreement for cause: (i) upon ninety (90) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; (ii) upon a breach of Section 9 (Restrictions); or (iii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

19.3 Effect of Termination

On the expiration or earlier termination of the Agreement, (i) the rights and licenses granted to Licensee pursuant to this Agreement shall automatically cease; and (ii) Licensee shall certify to SOTI that any and all Product(s) within Licensee possession or control and subject to this Agreement has been destroyed or removed from Licensee's equipment, and Licensee shall cease to use all SOTI intellectual property.

19.4 Surviving Provisions

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall so survive the completion of performance and termination of this Agreement.

20. HIGH RISK ACTIVITY

Should the Licensee use the Product(s) and/or Support Service(s) to engage in High Risk Activity, Licensee shall (i) assume and accept sole responsibility for all risks arising out of, associated with or related to engaging in High Risk Activity; and (ii) indemnify, defend and hold harmless SOTI and its Affiliates for any and all claims, demands, actions and costs which may arise as a result of Licensee's engagement in High Risk Activity.

21. COMPLIANCE

Each Party shall: (i) comply with applicable laws regarding anti-corruption and anti-bribery, human rights, and sanctions and maintain its own policies and procedures regarding compliance with such laws; and (ii) comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, Licensee is solely responsible for compliance related to the manner in which it chooses to use the Product(s) and Support Service(s).

22. SANCTIONS

Licensee covenants that it shall not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any software, source code, or technology (including products derived from or based on such technology) received from SOTI under this Agreement to any other person, entity, or destination prohibited by the laws or regulations of the United Nations, United Kingdom, Canada, and the United States of America, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Licensee's intentional breach of this Section shall constitute cause for the immediate termination of this Agreement.

23. GENERAL PROVISIONS

23.1 Relationship of the Parties

The Parties are independent contractors. This Agreement can in no way be construed as creating any partnership, agency, joint venture, employment or franchise relationship. There are no-third party beneficiaries to this Agreement.

23.2 Waiver and Cumulative Remedies

Neither the failure nor delay by a Party to exercise any right under this Agreement will act as a waiver of such right. Except as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

23.3 Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that party's fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that such Party has informed the other Party of such force majeure event promptly upon the occurrence thereof and such Party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

23.4 SOTI Entity and Applicable Law

- a) **North, Central and South America.** If the Licensee lives in (or, if a business, the principal place of business is in) North, Central or South America, you are contracting with SOTI Inc., an Ontario, Canada registered corporation located at 1950 Meadowvale Boulevard, Mississauga, Ontario, Canada, L5N 8L9. This Agreement shall be governed by and construed

under the laws of the Province of Ontario, Canada. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

- b) **United Kingdom.** If the Licensee lives in (or, if a business, the principal place of business is in) the United Kingdom or Russia, the Licensee is contracting with SOTI Limited, an England and Wales registered corporation located at 5-7 Drury Lane, Solihull, United Kingdom, B91 3BB. This Agreement will be governed by and construed in accordance with English Law and the courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of England. The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a Party to it.
- c) **India and Sri Lanka.** If the Licensee lives in (or, if a business, the principal place of business is in) India or Sri Lanka the Licensee is contracting with SOTI India Private Limited, a corporation organized under the laws of India located at 2nd Floor, Bestech Business Tower, Sohna Road, Sector 48, Gurugram, Haryana, 122004, India. This Agreement will be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this section. The Tribunal will consist of one arbitrator to be appointed by the President of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.
- d) **Africa, Europe, or Middle East.** If the Licensee lives in (or, if a business, the principal place of business is in) Africa, Europe (except for the United Kingdom or Russia), or Middle East the Licensee is contracting with SOTI Ireland Limited, a corporation organized under the laws of Ireland located at First Floor Island House, Cathedral Square, Galway City, Galway, H91 RYC9, Ireland. This Agreement shall be governed by and construed under the laws of Ireland. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of Dublin, Ireland.
- e) **Asia or South Pacific.** If the Licensee lives in (or, if a business, the principal place of business is in) Asia (except for India or Sri Lanka) or South Pacific the Licensee is contracting with SOTI Ireland Limited, a corporation organized under the laws of Ireland located at First Floor Island House, Cathedral Square, Galway City, Galway, H91 RYC9, Ireland. This Agreement will be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this section. The Tribunal will consist of one arbitrator to be appointed by the President of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.

23.5 Assignment

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, SOTI may assign this Agreement in its entirety, without consent of the Licensee, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this Section shall be void and of no effect.

23.6 Entire Agreement, Amendment, Waiver

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this

Agreement shall remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Licensee purchase order or in any other Licensee order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

23.7 Notice and Communications

Any and all notices required, or permitted to be given to a Party pursuant to this Agreement will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) at the time of transmission by email with confirmation of read receipt or (iii) the third business day after first class mailing. Notices and other communications intended for SOTI shall be sent to:

SOTI Inc.
1950 Meadowvale Blvd
Mississauga, Ontario
Canada, L5N 8L9
Attn: Legal Department
Email: legal@soti.net
Fax: + 1 905 624 3242

24. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Audit Report" means the most recently completed SOC2 audit reports or comparable industry-standard successor report prepared by SOTI's independent third-party auditors.

"Authorized Partner" shall mean the entity that is a participant in SOTI's partner program and has been authorized by SOTI to market and sell the Product(s) and Support Service(s) to the Licensee.

"Device" means any computing device/instrument that is supported by the Product(s).

"Documentation" means all user guides, specifications, manuals, and reference materials for the Product(s) and Support Service(s), which SOTI may update SOTI from time to time.

"End User Data" means any End User data or information provided to SOTI in connection with the Product(s) and Support Service(s).

"End Users" means personnel or representatives of Licensee that Licensee has authorized to use Product(s) and who Licensee has provided user credentials to access the Product(s).

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

"High Risk Activity" means usage of the Product(s) or Support Service(s) for high risk or strict liability activity where failure of the Product(s) or Support Service(s) to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses, including usage of the Product(s) or Support Service(s) for nuclear energy equipment, air or space traffic control, the operation of critical communication system, public transportation control, or life support devices.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Licensee Data" means all electronic data or information submitted by Licensee to the Products and Support Services, including the personal information of Licensee's personnel or End Users.

"Malware" means viruses, worms, time bombs, trojan horses and other malicious code, files, scripts, agents or programs.



"Order" means the ordering documents under which Licensee, or the Authorized Partner (where applicable) indicates its acceptance to purchase the Product(s) and Support Service(s) as reflected in a Quote. Order also includes a Quote signed by Licensee, or the Authorized Partner (where applicable).

"Quote" means SOTI's system generated quotation for Product(s) and Support Service(s), including the term, applicable fees, and quantities.

"Personal Data" means information about or relating to an identified or identifiable individual that the Licensee provides or makes available to SOTI through the Products and/or Services.

"Support Service(s)" means the support and maintenance services with respect to the Product(s), as described in Appendix A.

"Product(s)" means any of SOTI's proprietary software programs and/or web-based software application services (including associated offline components, together with modifications, updates and new versions SOTI makes available). Product(s) does not include any Third-Party Features or Third-Party Products.

"Process" or **"Processing"** shall have the meaning given under GDPR irrespective of whether GDPR applies.

"SOTI" means the applicable contracting entity set forth in Section 23.4 (SOTI Entity and Applicable Law).

"Third-Party Products" means any third-party content or online, web-based applications and offline software products, services or applications that are owned and provided by third parties and are not licensed by SOTI, and which may interoperate with the Product(s).

"Third-Party Features" means features that SOTI makes available within the Product(s), but which are powered and owned by third-party service providers and subject to the applicable third-party service providers' own terms and conditions.

Appendix A – Service Level Terms

1. Services

- 1.1 SOTI shall perform Support Service(s) with respect to the Product(s) for Licensee, terms of which are incorporated by reference into this Agreement and made available through the following link: <https://soti.net/media/1298/mcscla.pdf> (as updated by SOTI from time to time).
- 1.2 If Licensee purchases services beyond the standard Support Service(s) ("Additional Services"), SOTI shall provide the Additional Services purchased in accordance with the applicable service levels and features for that Additional Service, the descriptions of which are made available at: <https://soti.net/services/soti-services/>

Appendix B – Direct Purchase Terms

The following terms apply **only if** the Licensee is purchasing Product(s) and/or Support Service(s) directly from SOTI, and not through an Authorized Partner.

1. PURCHASES

- 1.1 SOTI Quotes:** A Quote is valid for the period of time indicated on the applicable Quote. SOTI reserves the exclusive right to extend the validity period for a Quote.
- 1.2 Order Submission:** In response to a Quote, Licensee shall submit Orders electronically with at least the following information: SOTI Quote number, Licensee Order number, Product(s) information which matches the corresponding Quote (including SKU, quantity, price and duration), Licensee provisioning email, and the billing and delivery addresses matching the information on Licensee's SOTI account. Licensee: (i) represents and warrants that any person submitting an Order for Licensee has the authority to do so; and (ii) upon SOTI's acceptance of an Order, agrees to be bound by the applicable Order. For clarity, SOTI's acceptance of an Order creates a purchasing obligation on Licensee. Any pre-printed terms on Licensee's Order will be null and void and of no force or effect.
- 1.3 Order Acceptance:** No Order is binding on SOTI until accepted in writing by SOTI and SOTI reserves the right to reject any Order. If SOTI does not communicate acceptance of an Order within 5 business days of receiving an Order, such Order shall be deemed rejected. For clarity, SOTI may issue an invoice to accept an Order.
- 1.4 Invoice Issuance:** Upon Order acceptance, SOTI will issue invoices to Licensee via email or such other electronic delivery method SOTI makes available.
- 1.5 Product(s) Delivery:** Concurrently with the issuance of the SOTI invoice to the Licensee, SOTI will deliver the key associated with the licenses of an Order to Licensee via email or other method of electronic delivery that SOTI makes available.

2. PRICING AND TERMS OF PAYMENT

- 2.1 Fees:** Except as otherwise specified herein, (i) payment obligations are non-cancelable, and (ii) fees paid are non-refundable. Licenses added in the middle of a month will be charged for that full monthly period and the monthly periods remaining in the subscription term.
- 2.2 Price Adjustments:** SOTI may adjust its MSRP prices (as an increase or decrease) upon written notice to Licensee. Notwithstanding the foregoing, SOTI will process Orders submitted prior to the effective date of any price adjustment at the price in effect at the time of Order. Prices in Quotes issued prior to the effective date will remain available until Quote expiration date.
- 2.3 Terms of Payment:** Licensee shall make payment for an accepted Order within 30 days from the date of the SOTI invoice ("Payment Date"). If any portion of an invoice is unpaid beyond 30 days past the Payment Date ("Aged Receivables"), such non-payment will be considered a material breach of this Agreement, which is subject to the applicable termination cure periods for such breach. SOTI reserves the right to revoke or suspend Licensee's account, an instance, or licenses if Licensee breaches this Section.
- 2.4 Penalty on Outstanding Payments:** SOTI may charge, and Licensee agrees to pay, a two per cent (2%) late fee as of the invoice due date and on the first of each month thereafter (twenty-four per cent (24%) per annum). For clarity, this 2% penalty is not an interest against an outstanding payment. It is a 2% penalty charge on any outstanding fees that Licensee may have after the invoice due date. Licensee acknowledges and agrees it is liable for any penalty charges applied to their account.
- 2.5 Taxes:** In addition to other amounts payable under each invoice, with the exclusion of taxes based on SOTI's net income, Licensee shall pay all applicable state, provincial, federal, or foreign taxes, withholding taxes, levies, duties or similar government assessments of any kind, including value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes ("Taxes") which are imposed by reason of the transaction contemplated by each accepted Order. If SOTI has a legal obligation to pay or collect Taxes for which Licensee is responsible for under this Agreement, the applicable amount will be determined based on Licensee's address listed on the invoice which will be used as the ship-to address, unless Licensee provides SOTI with a valid tax exemption certificate authorized by the applicable taxing authority.