

This End User License Agreement (“**Agreement**”) sets forth the terms and conditions controlling End User’s right to use and the manner of use of the AppLogic Networks products.

1. **Use Constitutes Acceptance.** BY DOWNLOADING, INSTALLING, ACCESSING, USING AND/OR KEEPING ANY PRODUCT, OR BY ACCEPTING THIS AGREEMENT, END USER ACKNOWLEDGES THAT END USER HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, PLEASE DO NOT DOWNLOAD, INSTALL, ACCESS AND/OR USE THE PRODUCT AND PROMPTLY RETURN THE PRODUCT UNUSED TO THE COMPANY FROM WHICH YOU BOUGHT THE PRODUCT. FOR CLARITY, IF END USER PERMITS A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, APPLOGIC NETWORKS, A SUBCONTRACTOR, SERVICE PROVIDER, SYSTEMS INTEGRATOR, CONSULTANT AND/OR APPLOGIC NETWORKS-AUTHORIZED RESELLER) TO DOWNLOAD, INSTALL, ACCESS OR USE THE PRODUCT, OR TO ACCEPT THIS AGREEMENT, ON BEHALF OF THE END USER, THIS AGREEMENT SHALL BE DEEMED TO APPLY TO AND BE BINDING UPON THE END USER.

For clarity:

- Software is only made available by AppLogic Networks for End Users who have licensed the Software from AppLogic Networks.
- You are only permitted to download, install, access or use any Software to the extent that you are: (a) an End User who has licensed the Software from AppLogic Networks; or (b) a AppLogic Networks-authorized reseller, or a subcontractor, service provider, systems integrator or consultant, who is doing this on behalf of an End User who has licensed the Software from AppLogic Networks. Software downloads, installation, access and/or use must be within the scope of the Software that has been duly licensed from AppLogic Networks.
- You must not share Software with anyone else unless and solely to the extent you are expressly authorized in writing by AppLogic Networks. AppLogic Networks-authorized resellers are only permitted to download, install, access, use and share Software with End Users who have licensed the Software from AppLogic Networks and in the performance of their contractual duties to AppLogic Networks and the End User.
- No other download, install, access, use or sharing of any Software is permitted by AppLogic Networks.

## 2. Definitions.

- (i) “**Affiliates**” means any entity directly or indirectly controlling, controlled by or under common control with AppLogic Networks.
- (ii) “**Application Identification Terms**” means AppLogic Networks then-current terms and conditions for AppLogic Networks Application Identification solution which can be found at <http://www.applogicnetworks.com/legal>.
- (iii) “**AppLogic Networks**” means: (a) AppLogic Networks OpCo I LLC if the Satellite End User is incorporated in Japan, South Africa or the United States of America; or (b) AppLogic Networks OpCo II LLC otherwise.
- (iv) “**AppLogic Networks Quotation**” has the meaning ascribed to it in Section 22(i).
- (v) “**Bandwidth**” means the peak amount of data passing through the applicable Software (which may be per instance or for all instances as specified by AppLogic Networks) during a sixty (60) minute period. The level of Bandwidth is measured by determining the 95<sup>th</sup> percentile of the one hundred and sixty eight (168) one hour unique bandwidth counts during the preceding seven (7) day period.
- (vi) “**Cloud Software**” means Software identified in writing by AppLogic Networks as being Cloud Software and which may include (but not necessarily be limited to) the following: Cloud-native Network Function (“**CNF**”) Software – Deep Insights, Insights Data Storage, Elements, 5G Service Intelligence Engine (NWDAF) and ActiveLogic, Maestro.
- (vii) “**Device**” means a: (a) Hardware unit, or (b) any other device, hardware or network element that is not originally supplied by AppLogic Networks (which, for clarity, is deemed to be a Third Party Item).

- (viii) “**Documentation**” means the electronic, printed, or other form of documents that accompany or are otherwise available to provide information about installation, operation, and use of the Product (including, but not limited to, relating to Software Modules and any standard services or custom services). Documentation excludes any Third Party Items.
- (ix) “**DPA**” means the then-current AppLogic Networks data processing addendum which can be found at [https://www.applogicnetworks.com/hubfs/AppLogic\\_Networks/legal/dpa-eu.pdf](https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/dpa-eu.pdf).
- (x) “**End User**” means the end user that: (a) acquires or receives final delivery of the Product, (b) licenses AppLogic Networks Software, (c) acquires or receives Support and Maintenance Services for Products, and/or (d) trials, tests or evaluates any AppLogic Networks products.
- (xi) “**End User Support Terms**” means AppLogic Networks then-current terms and conditions which can be found at <http://www.applogicnetworks.com/legal> and applicable to the tier of Support and Maintenance Services specified in a AppLogic Networks Quotation.
- (xii) “**End User Trial Terms**” means AppLogic Networks then-current terms and conditions for End User trials, testing or evaluation of AppLogic Networks products in the End User’s network, which can be found at <http://www.applogicnetworks.com/legal>.
- (xiii) “**General Availability**” means the date a version of Software was first made available to be licensed by AppLogic Networks customers.
- (xiv) “**Hardware**” means the hardware portion of the Product and in the configuration as originally supplied by AppLogic Networks. Hardware excludes any Third Party Items.
- (xv) “**List**” means a list or feed which may be made available by AppLogic Networks but which originates from a third party.
- (xvi) “**List Subscription**” means a subscription to a List, when applicable.
- (xvii) “**LTS Release**” means a long term support (“**LTS**”) release of Software which will be eligible for Support and Maintenance Services for two (2) years from General Availability and will be supported by AppLogic Networks during this two (2) year period unless published otherwise by AppLogic Networks on the Portal from the Documentation Library where AppLogic Networks most current AppLogic Networks Product Lifecycle – Software End of Life Record information is documented.
- (xviii) “**Maintenance Release**” is an interim Release version of any Software. Maintenance Releases will contain defect fixes only. A Maintenance Release will supersede the prior Maintenance Releases. For example, 22.20.05 will supersede 22.20.02.
- (xix) “**Portal**” means AppLogic Networks support portal located at: <https://community.applogicnetworks.com>. The location, availability and functionality of the Portal is subject to change from time to time at AppLogic Networks sole discretion. The Portal may include: (a) access to Software Releases, Documentation, knowledge-base articles and order tracking information; (b) the ability to enter support tickets; (c) notifications and information updates from AppLogic Networks; and (d) the ability to request training and access.
- (xx) “**Product Evaluation Terms**” means AppLogic Networks then-current terms and conditions for AppLogic Networks trial, test and/or evaluation of AppLogic Networks products in the End User’s network, which can be found at <http://www.applogicnetworks.com/legal>.
- (xxi) “**Products**” includes Signature Updates, Hardware, Software and Documentation.
- (xxii) “**Release**” means a commercially available version of Software.
- (xxiii) “**Signature Update**” means a signature update that is designed to identify Internet traffic and which is made available by AppLogic Networks.
- (xxiv) “**Signature Update Subscription**” means a subscription to a Signature Update, when applicable.
- (xxv) “**Software**” means AppLogic Networks proprietary software including, without limitation, server software, client software, Software Modules and Cloud Software. Software includes

updates and upgrades if any are provided to End User by AppLogic Networks. No source code shall be provided hereunder. Unless expressly stated otherwise in this Agreement, Software excludes any Third Party Items, Signature Updates, Lists and Support and Maintenance Services.

(xxvi) “**Software Module**” means either:

- a. a standard Software module as may be made generally available by AppLogic Networks from time to time to AppLogic Networks customers (“**Standard Software Module**”); or
- b. a non-standard Software module, which may include a customized or bespoke Software module (which may include the customization or modification of a Standard Software Module) to achieve certain desired functionality in an End User’s network that is not made generally available by AppLogic Networks to its customers (“**Custom Software Module**”).

For clarity, Software Modules (including Custom Software Modules provided for the End User) are AppLogic Networks, and not the End Users, intellectual property.

(xxvii) “**Subscribers**” means either in a:

- a. wireless internet service provider network, the number of Active Subscribers, where “**Active Subscribers**” means the peak number of unique subscribers that are actively accessing the network during a sixty (60) minute period. The level of Active Subscribers is measured by determining the 95<sup>th</sup> percentile of the seven hundred and twenty (720) one hour unique Subscriber count during the preceding thirty (30) day period; and
- b. wireline internet service provider network, the number of Provisioned Subscribers, where “**Provisioned Subscribers**” means each unique subscriber with provisioned access to the wireline network who have generated traffic on the network during the preceding thirty (30) day period from the point of measurement.

(xxviii) “**Support and Maintenance Services**” means the support and maintenance services for Products purchased by the End User to the extent applicable as identified in, and subject to, the End User Support Terms.

(xxix) “**Supported Release**” means a AppLogic Networks Software version that, according to AppLogic Networks end of life policy, has not reached end of life status or been made obsolete by the General Availability of another Software product.

(xxx) “**Third Party Items**” means End User, other third party suppliers and licensors or another third party: (i) software or software applications including, without limitation, commercially licensed software and open source software, (ii) content of any type including, without limitation, Lists, (iii) services including, without limitation, internet connectivity, systems, airtime services, wireless networks, network bandwidth, network connection and quality, and non-AppLogic Networks websites, and (iv) devices, network elements, servers, equipment, disk space, memory, central processing units, and other hardware products. Third Party Items includes, without limitation, Devices obtained by the End User or anyone acting on behalf of the End User from an original equipment manufacturer (“**OEM**”), or from a distributor of Device, or from a AppLogic Networks-authorized reseller, or from any other third party.

**3. Grant of Licenses.** Software licenses may be perpetual, for a fixed term or a subscription (as set out in a AppLogic Networks Quotation, where applicable, or as otherwise specified by AppLogic Networks in writing for a particular type of license). Software licenses do not include Support and Maintenance Services, except for Software that is licensed on a subscription basis where the Support and Maintenance Service fees are included in the license fee for the Software. Unless explicitly stated otherwise in this Agreement, subject to End User’s compliance with all obligations including payment of all applicable fees, Software provided to End User by AppLogic Networks, together with the generally available Documentation, is licensed to End User subject to one of the following types of non-exclusive and non-transferable (except as otherwise expressly permitted in this Agreement) license:

- (i) **Per Device Licensing.** Where the Software is subject to a license fee that is calculated per Device (as set out in a AppLogic Networks Quotation, where applicable, or as

otherwise specified by AppLogic Networks in writing), such Software shall be deemed to be subject to a “Per Device License”. A Per Device License permits End User to use the Software on the specified Device on which such Software is first installed (whether pre-installed at the time of delivery or subsequently installed upon such Device as part of a field installation or remote upgrade). The Per-Device License is granted only for a unique and specific configuration, where such configuration can include specific host IP addresses, amounts of bandwidth or number of customers.

Per Device Licenses and the Software cannot be transferred except to the extent permitted under Section 8 (General Transferability Rights of Licenses).

- (ii) **Per Subscriber Licensing.** Where the Software is subject to a license fee that is calculated per Subscriber or is based on a specified block of Subscribers (as set out in a AppLogic Networks Quotation, where applicable, or as otherwise specified by AppLogic Networks in writing), such Software shall be deemed to be subject to a “Per Subscriber License”. A Per Subscriber License permits End User to use the Software in connection with the delivery of the functionality enabled by the Software to up to the specified number of Subscribers covered by the applicable license fee.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Subscriber License and Software shall be transferable between Devices, subject to the following: (a) transfers may only occur within End User’s own network and Per Subscriber Licenses cannot be transferred to any third party including, without limitation, End User’s affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses); (b) licenses covering specified block numbers of Subscribers must be transferred in whole and may not be broken down into smaller blocks or units; and (c) licenses can only be transferred between Devices that operate on the same base platform software and architecture. Per Subscriber Licenses cannot be transferred to a network function virtualization deployment. The transferability of a Per Subscriber License as permitted hereunder does not grant or create any right of exchange in favor of any future version of Software required to operate on a different base platform software or different architecture.

- (iii) **Per Bandwidth Licensing.** Where the Software is subject to a license fee that is calculated per Bandwidth or is based on a specified amount of Bandwidth (as set out in a AppLogic Networks Quotation, where applicable, or as otherwise specified by AppLogic Networks in writing), such Software shall be deemed to be subject to a “Per Bandwidth License”. A Per Bandwidth License permits End User to use the Software in connection with the delivery of the functionality enabled by the Software up to the specified amount of Bandwidth covered by the applicable license fee.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Bandwidth License shall be transferable between Devices, subject to the following: (a) transfers may only occur within End User’s own network and Per Bandwidth Licenses cannot be transferred to any third party including, without limitation, End User’s affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses); (b) licenses covering specified amounts of Bandwidth must be transferred in whole and may not be broken down into smaller blocks or units of Bandwidth (even if the Bandwidth can be broken down into smaller blocks), except where AppLogic Networks expressly permits the End User to transfer smaller blocks or units of an aggregate amount of Bandwidth between Devices as part of the particular AppLogic Networks solution; and (c) licenses can only be transferred between Devices that operate on the same base platform software and architecture. Per Bandwidth Licenses cannot be transferred to a network function virtualization deployment. The transferability of a Per Bandwidth License as permitted hereunder does not grant or create any right of exchange in favor of any future version of Software required to operate on a different base platform software or different architecture.

End User is responsible for managing its use of Per Bandwidth Licenses such that End User’s use does not exceed the limit of the Bandwidth purchased by the End User. If End User’s actual use exceeds the limit of the Bandwidth purchased by the End User, the End User agrees to purchase additional Bandwidth sufficient for the End User’s actual use. End User acknowledges that AppLogic Networks may reduce the End User’s actual usage so that it remains under the Bandwidth capacity threshold purchased by the End User, include

within the Software restrictions on the availability of the Software or its functionality, or take such other steps as it considers necessary, when the End User actual use is in excess of any limits.

- (iv) **Per Virtual CPU Licensing.** Where the Software is subject to a license fee that is calculated per virtual central processing unit (“**CPU**”) (as set out in a AppLogic Networks Quotation, where applicable, or as otherwise specified by AppLogic Networks in writing), such Software shall be deemed to be subject to a “Per Virtual CPU License”. A Per Virtual CPU License permits End User to use such Software on that number of virtual CPUs and where each such Per Virtual CPU License is coupled with another Software license, End User shall pay all applicable license fees.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Virtual CPU License shall be transferable between Devices, provided that such transfers may only occur within End User’s own network and Per Virtual CPU Licenses cannot be transferred to any third party including, without limitation, End User’s affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses).

- (v) **Cloud Software Licensing.** Cloud Software licenses may be per CNF instance. CNF instances are defined based on the maximum permitted data throughput and/or number of resources per CNF instance. The resources applicable to CNF instances may include, but not be limited to, virtual CPUs and will be set out in a AppLogic Networks Quotation, where applicable, or as otherwise specified by AppLogic Networks in writing.

Cloud Software licenses commence on the later of: (A) the date the Cloud Software is made accessible or available to the End User; (B) the commencement date set out in a AppLogic Networks Quotation, where applicable; and (C) the date mutually agreed upon by End User and AppLogic Networks in writing.

Cloud Software licenses cannot be transferred to any third party including, without limitation, End User’s affiliates or subsidiaries. Upon receipt of written approval from AppLogic Networks, End User is permitted to deploy the Software into a AppLogic Networks-approved cloud service provider’s infrastructure for access and use by the End User only in compliance with this Agreement and for the duration of the applicable Software license. The Software that is enabled by AppLogic Networks to be deployed into a AppLogic Networks-approved cloud service provider’s infrastructure and the AppLogic Networks-approved cloud service provider will be specifically named in AppLogic Networks written approval. End User must request and obtain AppLogic Networks approval to deploy any other Software into a AppLogic Networks-approved cloud service provider’s infrastructure and for any previously approved Software to be deployed into any other cloud service provider’s infrastructure.

- (vi) **Subscriptions, Fixed Term Licenses and Renewals.** Software that is licensed on a subscription basis includes the Support and Maintenance Service within the license fee for the Software.

Subscriptions and fixed term licenses shall be for one (1) year, unless another license term is expressly set out in a AppLogic Networks Quotation, where applicable, or AppLogic Networks specifies otherwise in writing for the particular subscription or fixed term license.

AppLogic Networks may provide at least six (6) months advance written notice of an increase to the Software license fee applicable to the next renewal period for a subscription or fixed term license for the same Software under the same license conditions (i.e. maximum number of subscribers, maximum bandwidth or maximum number of virtual CPUs). End User agrees to pay the additional fees applicable for: (i) increases in accordance with Section 4(i) (License Verification and Reconciliation; Invoicing); and (ii) any new or additional licenses required by End User for Software and any associated Support and Maintenance Services. If the End User does not agree to the increase, then End User must provide AppLogic Networks with at least three (3) months advance written notice that the End User wishes to terminate the license at the end of the current subscription period or fixed term license period. If AppLogic Networks receives such a termination notice from the End User, then the subscription or fixed term license will expire at the end of the current subscription period or fixed term license period. If AppLogic Networks does not receive such a termination notice from the End User, then the

subscription or fixed term license will automatically renew for another subscription period or fixed term license period of the same duration as the original subscription period or fixed term license period and the End User will pay the Software license fees and Support and Maintenance fees as notified by AppLogic Networks.

#### **4. License Verification and Reconciliation; Invoicing.**

(i) **Per Subscriber License, Per Bandwidth License, and Per Virtual CPU License.** For Per Subscriber Licenses, Per Bandwidth Licenses, and Per Virtual CPU Licenses, End User's scope of deployment and use of the licenses shall be verified and reconciled on a periodic basis by AppLogic Networks. At AppLogic Networks sole discretion, AppLogic Networks may collect and use some, all or none of the following usage metrics, or other metrics not listed: the total number of Products and Third Party Items deployed, the amount of bandwidth used, the number of subscribers, the Software Modules that are deployed, the various Software features that have been activated and, in the case of a Per Virtual CPU License, the number of virtual CPUs. If AppLogic Networks verification and reconciliation indicates that additional Per Subscriber Licenses, additional Per Bandwidth Licenses, or additional Per Virtual CPU Licenses are required based on End User's actual usage, the applicable fees shall be calculated by AppLogic Networks and payable by End User commencing from the start of applicable AppLogic Networks review period. For example, if AppLogic Networks verification and reconciliation conducted as of September 30<sup>th</sup> for the period September 1 until September 30 indicates that additional licenses are required during that period, the applicable license fees, and corresponding Support and Maintenance Service fees, shall be calculated and payable from September 1 onwards. It is expected that End User will be operating AppLogic Networks License Manager in "online" mode. If End User is operating AppLogic Networks License Manager in "offline" mode, then End User or someone on behalf of End User must perform a procedure on a periodic basis (approximately, once every 90 days) that enables AppLogic Networks to collect the metrics described above. If metrics indicate that additional licenses are required based on End User's actual usage, the applicable fees shall be calculated by AppLogic Networks and payable by End User commencing from the start of applicable AppLogic Networks review period.

(ii) **Monthly Verification.** The End User's scope of deployment and use of the Software shall be verified and reconciled as of the last day of each month ("**Monthly Verification**").

In order to facilitate the Monthly Verification, End User grants to AppLogic Networks the right to verify End User's actual scope of deployment and use of the Software by either:

- a) installing license manager software in End User's private network configured to allow the communication of a monthly report to AppLogic Networks detailing the actual scope of deployment and use of the Software by the End User, or
- b) allowing AppLogic Networks to install license manager software in a network environment where AppLogic Networks has direct access to End User's private network in order to generate a monthly report that is accessible to AppLogic Networks detailing the actual scope of deployment and use of the Software by the End User.

If End User's internal security practices prohibit such access to their private network, End User shall provide AppLogic Networks, on a quarterly basis, with a written report certified by an officer of End User using the format and specifying the information as requested by AppLogic Networks from time to time ("**Self Reporting**").

(iii) **Invoicing.**

End User shall pay for licenses for Software in advance (based on a AppLogic Networks Quotation, when applicable) for the End User's scope of deployment and use of the Software.

If End User's actual scope of deployment or use of the Software exceeds what the End User has paid for, then the End User shall pay for additional licenses at AppLogic Networks then current fees based on the End User's actual scope of deployment and use of the Software or as set out in a AppLogic Networks Quotation (when applicable).

Based upon the results of the Monthly Verification and/or Self Reporting and the monthly report and/or quarterly report contemplated in Section 4(ii) (Monthly Verification), AppLogic Networks shall be entitled to invoice End User on a quarterly basis for the license fees incurred by the End User associated with any excessive scope of deployment or use of Software.

Invoices may be issued to End User by either AppLogic Networks or a AppLogic Networks-authorized reseller. If End User is invoiced by AppLogic Networks, End User shall pay AppLogic Networks invoices within thirty (30) days following the date of the invoice and such payment shall be non-refundable even if the Software is not fully utilized by End User. If the End User is invoiced by a AppLogic Networks-authorized reseller, the End User will pay the AppLogic Networks-authorized reseller in accordance with the payment terms agreed between the End User and the AppLogic Networks-authorized reseller.

If AppLogic Networks is not able to determine the actual scope of deployment or use of the Software, at any particular time, due to the End User failing to provide AppLogic Networks with information about the End User's actual scope of deployment or use of the Software (e.g. End User fails to comply with the Monthly Verification and/or Self-Reporting requirements set out in Section 4(ii)) (Monthly Verification), AppLogic Networks shall be entitled to conduct an audit of the End User in accordance with Section 7 (Audit). Any limit on the number of times that AppLogic Networks may conduct an Audit in Section 7 (Audit) shall not apply to AppLogic Networks right to conduct an audit under this section.

**5. License Conditions.** The licenses set out in this Agreement are, at all times, subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of this Agreement:

- (i) The Products and Third Party Items are protected by United States and international laws and regulations including those related to: (a) copyright, patent, trade secret and other intellectual property rights, and (b) international trade laws and regulations – End User shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or contained within the Products and Third Party Items (including, without limitation, any copyright or other attribution statements such as for open source software);
- (ii) End User shall not, and shall not permit, authorize or engage any third party to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, decompile, create derivative works of the Product or any Third Party Item (or any part thereof), or, in relation to any software, attempt to derive source code;
- (iii) Notwithstanding that Devices may be sold to End User, Software, Documentation and Third Party Items (other than Devices duly purchased by the End User) are not sold to End User and title to the Software and Documentation remains in AppLogic Networks and Affiliates and their suppliers and licensors and title to Third Party Items (other than Devices duly purchased by the End User) remains with the third party – End User has no authority or right to sell, sublicense, rent, loan, provide software-as-a-service, distribute, transfer, disclose, reveal or otherwise communicate directly or indirectly the Product or Third Party Items, or any information about the Product or Third Party Items, to any person, firm, corporation or other entity, except in connection with a transfer of the Software as may be expressly permitted under this Agreement;
- (iv) The Products, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of AppLogic Networks and End User acquires no rights in the Software or Documentation other than those specified in this Agreement;
- (v) The Products contain unpublished information and embody valuable trade secrets proprietary to AppLogic Networks and Affiliates and their suppliers and licensors. The Products shall constitute “Confidential Information” and may be trade secrets of AppLogic Networks for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement between the parties. End User shall hold in confidence and not disclose to any third party, indefinitely, any Software Modules, Documentation, or any other unpublished or confidential information about the Products, Services, or trade secrets of AppLogic Networks;

- (vi) The timely payment of all applicable license fees relating to the Software and Third Party Items (if applicable), and any other applicable fees (such as, but not limited to, fees for Support and Maintenance Services and other AppLogic Networks services);
- (vii) End User shall be responsible for the payment of any taxes (including, without limitation, personal property taxes) arising from this Agreement, delivery of the Product and Third Party Items to End User, or use of the Product and/or Third Party Items by End User;
- (viii) Subject always to Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), End User shall use the Software and Third Party Items and provide services to End User's subscribers only in the country where it was originally delivered to and installed by the End User in accordance with the applicable terms and conditions of the End User's acquisition of the Software or Third Party Items license where the installation country is identified in writing;
- (ix) End User shall only use, execute, store, display and back-up object code versions of the Software and Third Party Items (if applicable) within End User's own internal network and use, reproduce and distribute Documentation internally within End User's operations to support the use of the Software and Third Party Items (if applicable) by End User's internal personnel;
- (x) End User shall not publish any information that compares the performance of the Product or Third Party Items with products created or distributed by others without the prior written consent of AppLogic Networks;
- (xi) End User shall comply with all laws and regulations applicable to End User's use of the Product and Third Party Items including, without limitation, any privacy/data protection laws and regulations, export controls, economic sanctions, and national security related laws, orders and regulations;
- (xii) End User shall not use the Products for mass surveillance of individuals or for individual surveillance or other targeted actions on the basis on race, gender, sexual orientation, religion, or other protected classes, but can use the Products in accordance with applicable law for the targeted surveillance directed towards specific persons of interest for the prevention and investigation of crimes or violations of law, order, or regulation by an individual;
- (xiii) End User shall not use the Product or any Third Party Item to redirect subscribers to websites infected with malware or spyware;
- (xiv) End User shall not use the Product or any Third Party Item to determine or attempt to determine the identity of individual users who go to a specific website except, but solely to the extent permissible under applicable laws and regulations, to identify such users in connection with access to pornographic or restricted sites or access to websites for illegal purposes;
- (xv) End User shall not use the Product or any Third Party Item, alone or in combination with other activities, products or services, in any activity or manner that violates, or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be a violation of:
  - i. any law, order or regulation, or is otherwise for criminal purposes; or
  - ii. any fundamental human rights standards of any person, group, or community, as set forth in applicable internationally-recognized human rights instruments, such as the Universal Declaration of Human Rights, (<https://www.un.org/en/universal-declaration-human-rights/>), the International Covenant on Civil and Political Rights (<https://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>), and the International Labor Organization Declaration on Fundamental Principles and Rights at Work (<https://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>)

including, without limitation, by:

- (A) End User: End User, or any End User affiliate, employee, contractor, licensor, supplier or customer;
- (B) AppLogic Networks: AppLogic Networks, or any AppLogic Networks affiliate, employee, contractor, licensor or supplier of AppLogic Networks;



- (C) **Government:** any federal, state/provincial, local, judicial or other governing body having jurisdiction over any of the foregoing.
- (xvi) End User accepts that the following types of information may be obtained from End User, or may be sent by the Product or Third Party Item to AppLogic Networks and/or the third party licensor of the Third Party Item (collectively "**Retained Data**"):
- a. operational system information concerning the Products and Third Party Items, including the version of the Product or Third Party Item installed, Product or Third Party Item diagnostics information, basic Product or Third Party Item performance, and any errors that the Product or Third Party Item encounters,
  - b. aggregated or anonymized information concerning the traffic in End User's network, and
  - c. if End User uses Interconnect Bypass Services information about and relating to unlicensed gateways.

The foregoing information may be used in order to: (A) enable AppLogic Networks and/or the third party licensor of the Third Party Item to better monitor the health and performance of the Products and/or Third Party Items, (B) enhance and improve the performance of AppLogic Networks Products and services, (C) develop and commercialize new Products and services or new functionalities, (D) optimize and support AppLogic Networks research and development activities, and (E) prepare and share reports about Internet and electronic communication data trends (provided that they shall not identify the End User or any End User Data that has not been anonymized and aggregated).

End User hereby consents to the transfer, collection and use of such information and agrees that such transfer, collection and use for the purposes set out herein shall not constitute a breach of any confidentiality and/or non-disclosure and/or non-use obligations that may be in place between the End User and AppLogic Networks; and

- (xvii) End User shall assume sole responsibility for: (a) the establishment of appropriate security measures, and (b) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data.
- (xviii) Where a AppLogic Networks-authorized reseller is performing the installation and/or configuration of Software, the AppLogic Networks-authorized reseller, and not AppLogic Networks, is responsible for such installation and/or configuration. This Agreement does not apply to any software tools provided by AppLogic Networks to the AppLogic Networks-authorized reseller for the purpose of installing Software onto Hardware or Third Party Items.

## **6. Signature Updates; Lists; Third Party Items.**

- (i) **Signature Updates.** Unless AppLogic Networks states otherwise in writing (such as on a AppLogic Networks Quotation), the following applies in relation to Signature Updates:
- a. For Software for which AppLogic Networks makes DRDL Signature Updates available (i.e. not including ActiveLogic Software and AppLogic Software), DRDL Signature Updates are made available as part of the Support and Maintenance Service for that Software. Provided that the End User purchases Support and Maintenance Services for the Software, DRDL Signature Updates will be made available by AppLogic Networks as part of the Support and Maintenance Service for the Software as and when AppLogic Networks makes DRDL Signature Updates generally available.
  - b. An End User may purchase Signature Update Subscriptions for Software if the End User has purchased licenses or subscriptions to that Software. If End User purchases a Signature Updates Subscription and pays the applicable fees, then the End User will receive the Signature Updates from AppLogic Networks as and when AppLogic Networks makes the Signature Updates generally available during the term of the Signature Update Subscription.
  - c. Signature Update Subscriptions shall be for one (1) year, unless another Signature Update Subscription period is expressly set out by AppLogic Networks (such as in

- a AppLogic Networks Quotation), where applicable, or AppLogic Networks specifies otherwise in writing for the particular Signature Update Subscription.
- d. AppLogic Networks may provide at least three (3) months advance written notice of an increase to the Signature Update Subscription fee applicable to the next renewal period for a Signature Update Subscription. End User agrees to pay the additional fees applicable for any new or additional licenses required by End User for Signature Update Subscriptions. If the End User does not agree to the increase, then End User must provide AppLogic Networks with at least one (1) months advance written notice that the End User wishes to terminate the Signature Update Subscription at the end of the current Signature Update Subscription period. If AppLogic Networks receives such a termination notice from the End User, then the Signature Update Subscription will expire at the end of the current Signature Update Subscription period. If AppLogic Networks does not receive such a termination notice from the End User, then the Signature Update Subscription will automatically renew for another Signature Update Subscription period of the same duration as the previously Signature Update Subscription and the End User will pay the Signature Update Subscription fee as notified by AppLogic Networks.
  - e. If the End User chooses not to renew its Signature Update Subscription, the End User shall be entitled to continue to use the last installed version of a Signature Update” prior to expiry of the Signature Update Subscription period.
  - f. End User acknowledges that the Signature Update Subscription is provided to keep the Signature Updates up to date and that, if End User does not subscribe to the Signature Update, the version of the Signature Update used by End User may quickly become out of date, obsolete and ineffective.
  - g. The End User must be enrolled for Support and Maintenance Services in respect of the applicable Software that utilizes the Signature Update for the applicable Signature Update Subscription period, however the End User acknowledges that, except as set out in Section 6(i)(a), Support and Maintenance Services provided in respect of the applicable Software do not include the Signature Updates or updates to the Signature Update and Signature Updates are only available through purchase of the Signature Update Subscription on a continuous basis.
  - h. End User is licensed to use the Signature Updates solely for its own internal use in connection with the applicable Software and for no other purpose. End User may not transfer, rent, lease or sublease the Signature Updates or allow a third party to do so. End User expressly agrees that it will not, nor will it assist others to: (a) make unauthorized copies of all or any portion of the Signature Updates, or (b) sell, sublicense, distribute, rent or lease the Signature Updates in any manner.
  - i. AppLogic Networks will use commercially reasonable efforts to provide regular updates based on the specific Signature Update requirements. AppLogic Networks reserves the right to vary a Signature Update, or to not to renew the subscription for a Signature Update, at its sole discretion.
- (ii) **Lists.** Unless AppLogic Networks expressly states otherwise (such as on a AppLogic Networks Quotation), the following applies in relation to Lists:
- a. Software licenses and Support and Maintenance Services do not include Lists and End Users must separately subscribe to each applicable List Subscription that End User wishes to receive.
  - b. If End User subscribes to a List Subscription and pays the applicable fees, updates to the Lists will be made available to the End User during the applicable List Subscription period as and when AppLogic Networks makes the List update generally available. The frequency of updates to Lists may vary depending on the level of service licensed by the End User.
  - c. List Subscriptions shall be for one (1) year, unless another List Subscription period is expressly set out by AppLogic Networks (such as in a AppLogic Networks Quotation), where applicable, or AppLogic Networks specifies otherwise in writing for the particular List Subscription.

- d. AppLogic Networks may provide at least three (3) months advance written notice of an increase to the List Subscription fee applicable to the next renewal period for a List Subscription. End User agrees to pay the additional fees applicable for any new or additional licenses required by End User for List Subscriptions. If the End User does not agree to the increase, then End User must provide AppLogic Networks with at least one (1) months advance written notice that the End User wishes to terminate the List Subscription at the end of the current List Subscription period. If AppLogic Networks receives such a termination notice from the End User, then the List Subscription will expire at the end of the current List Subscription period. If AppLogic Networks does not receive such a termination notice from the End User, then the List Subscription will automatically renew for another List Subscription period of the same duration as the previous List Subscription period and the End User will pay the List Subscription fee as notified by AppLogic Networks.
  - e. If the End User chooses not to renew its List Subscription, the End User shall not be entitled to continue to use any List after the expiry of the List Subscription period.
  - f. End User acknowledges that the List Subscription is provided to keep the Lists up to date and that, if End User does not subscribe to the List Subscription: (a) the version of the Lists used by End User may quickly become out of date, obsolete and ineffective; (b) the End User uses the Lists at their own risk; and (c) AppLogic Networks provides no warranty relating to the List and accepts no liability in relation to End User's use of the Lists.
  - g. The End User must be enrolled for Support and Maintenance Services in respect of the applicable Software that utilizes the List for the applicable List Subscription period, however the End User acknowledges that Support and Maintenance Services provided in respect of the applicable Software do not include the Lists or updates to the Lists and Lists are only available, when applicable, by purchasing a List Subscription on a continuous basis.
  - h. End User is licensed to use the Lists solely for their own internal use in connection with the applicable Software and for no other purpose. End User may not transfer, rent, lease or sublease the Lists or allow a third party to do so. End User expressly agrees that it will not, nor will it assist others to: (a) make unauthorized copies of all or any portion of the Lists, or (b) sell, sublicense, distribute, rent or lease the Lists in any manner.
  - i. AppLogic Networks will use commercially reasonable efforts to provide regular updates based on the specific List requirements. AppLogic Networks reserves the right to vary a List, or to not to renew the subscription for a List, at its sole discretion.
- (iii) **Third Party Items.** Certain Third Party Items may be incorporated into Products or Products may be used in conjunction with Third Party Items. Third Party Items, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of the third party licensor and End User acquires no ownership rights in the Third Party Item. Third Party Items may contain unpublished information and embody valuable trade secrets proprietary to the third party and its suppliers and licensors. Third Party Items shall constitute "Confidential Information" and may be or contain trade secrets for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement between the parties. End User shall hold in confidence and not disclose to any third party, indefinitely, any Third Party Items, or any other unpublished or confidential information about the Third Party Items. Third Party Items may be subject to:
- a. separate and/or additional fees,
  - b. a limited license or usage period,
  - c. license conditions and/or restrictions (including, without limitation, Third Party Item can only be used: in conjunction with a Product; by a specified type of users; by a specified number of named-users; on a specified type or number of servers; in compliance with other system characteristics, usage, installation environments, archiving requirements; with data models provided by AppLogic Networks; for a

limited time period; by the specific End User without any right to transfer or assign the Third Party Item to anyone else), and

- d. separate, additional and/or different terms, conditions, warranties and/or support.

AppLogic Networks will use commercially reasonable efforts to provide applicable information about Third Party Items to the End User in a timely manner. If the third party provides a warranty or support directly to end users for the Third Party Item, then End User shall be entitled to such warranty or support from the third party. Notwithstanding the foregoing: (I) nothing in this Agreement is intended to extend to any End User any warranty, support or indemnity obligation on behalf of any third party by AppLogic Networks; and (II) there is no warranty or support provided by AppLogic Networks for any Third Party Items unless and to the extent specifically and expressly stated by AppLogic Networks in this Agreement. End User shall assume sole responsibility for End User's selection, use, access, cost or implementation of any Third Party Item, regardless of how End User acquires or obtains access to the Third Party Item, whether independent of or through AppLogic Networks. END USER ACKNOWLEDGES AND AGREES THAT WHERE THE APPLOGIC NETWORKS SOLUTION IS DESIGNED TO FACILITATE END USER'S ACCESS TO THIRD PARTY ITEMS, APPLOGIC NETWORKS HAS NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT END USER IDENTIFIES WITH THE APPLOGIC NETWORKS SOLUTION.

End User shall verify whether it is purchasing Hardware or a Third Party Item when ordering from a AppLogic Networks-authorized reseller. End User shall be responsible for obtaining and accepting any terms and conditions applicable to Third Party Items from the OEM, the OEM distributor, the AppLogic Networks-authorized reseller, or any other third party, as applicable.

## 7. Audit Rights.

- (i) **General Audit.** End User shall maintain adequate internal controls and procedures that are reasonably designed to monitor, audit, detect and prevent any breach of this Agreement including but not limited to Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) and Section 19 (Code of Conduct). AppLogic Networks shall have a general right to audit End User's use of the Products and Third Party Items to verify End User's compliance with the applicable licenses and the license conditions. If AppLogic Networks elects to exercise this audit right, such audit shall be conducted at AppLogic Networks expense and shall be subject to the following conditions: (i) AppLogic Networks shall give thirty (30) days prior written notice of its intention to conduct the audit, (ii) the audit shall be conducted during End User's regular business hours and shall not unreasonably interfere with End User's normal operations, and (iii) provided that End User is in compliance with this Agreement, but except as contemplated in this Agreement, no more than one audit may be conducted per calendar year. If End User has exceeded the limits applicable to its licenses, End User shall obtain the correct number of licenses and pay the additional amounts applicable for such licenses to AppLogic Networks. If End User does not have the appropriate licenses for the Software, End User shall pay AppLogic Networks the applicable license fees or cease using the Software. It shall be deemed to be a material breach of this Agreement if: (A) End User refuses to provide requested information and/or cooperate with an audit; and/or (B) End User fails to pay AppLogic Networks the applicable license fees and continues to use the Software. End User acknowledges and agrees that AppLogic Networks rights under this section extend to the right to audit any AppLogic Networks-authorized reseller from whom End User acquires the AppLogic Networks products and services, and any subcontractor, service provider, systems integrator or consultant of End User who is involved with the installation, configuration, management and/or support of the AppLogic Networks products and services.
- (ii) **Investigations.** For clarity, and notwithstanding the general audit rights in Section 7(i) (General Audit) or any other agreement to the contrary, AppLogic Networks reserves the right to:

- a. monitor End User's configuration, compliance with this Agreement, and use of the Products and Services by using any information or materials made available to AppLogic Networks by End User either directly or through a AppLogic Networks-authorized reseller; and/or
- b. investigate any breach or suspected breach of this Agreement (including, but not limited to, Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) and Section 19 (Code of Conduct)) or any violation or suspected violation of any applicable law; and/or
- c. notify applicable officials, bodies or organizations (including, but not limited to, law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach or suspected breach of this Agreement or violation or suspected violation of any applicable law.

AppLogic Networks shall be under no obligation of confidentiality with respect to the occurrence of, or any details about, any breach or suspected breach of this Agreement or violation or suspected violation of any applicable law notwithstanding any other agreement to the contrary. End User agrees to promptly co-operate with AppLogic Networks investigation and provide any information or access when requested by AppLogic Networks.

- 8. General Transferability Rights of Licenses.** Subject always to Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), the Software licenses granted in Section 3 (Grant of Licenses), excluding Cloud Software, may only be transferred, together with the transfer or conveyance of the specific Device on which it is permitted to be installed, to an entity which is the successor in interest to End User's business by way of merger, acquisition or sale of all or substantially all of End User's assets. For clarity, notwithstanding anything to the contrary, End User is not permitted to:

- a. transfer Software licenses: (i) from one cloud service provider to another cloud service provider (e.g. from Amazon Web Services to Azure Cloud); (ii) between different network access technologies (e.g. from a mobile network to a fixed network or vice versa); or (iii) across deployment types (e.g. from a hardware deployment to a cloud or virtual deployment or vice versa);
- b. where End User is part of a group of affiliated network operating companies, pool or use Software licenses across affiliated companies within the End User group (including any new, merged or acquired affiliated companies); and
- c. where End User is involved in any change of control event, re-assign or transfer any Software licenses from an original network of the End User to another network including, without limitation: (i) a network that the End User has access to or control over (in whole or part) as a result of the change of control event; or (ii) the network of a successor in interest to End User, or any affiliated company of the successor in interest to the End User.

**9. Testing and Evaluation.**

- a. End User agrees that any Products that AppLogic Networks offers to End User for the End User's trial, testing and evaluation purposes are subject to the End User Trial Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by the End User. Such Products must only be trialed, tested and evaluated in the End User's network.
- b. End User agrees that AppLogic Networks may trial, test and evaluate AppLogic Networks products in the End User's network from time to time subject to the Product Evaluation Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by AppLogic Networks.

- 10. Application Identification.** End User and AppLogic Networks may agree to have an application identification Product provided by AppLogic Networks installed in the End User's network solely on an application identification basis ("**Application Identification Product**"). End User agrees

that any Application Identification Product(s) that AppLogic Networks offers to End User shall be subject to the Application Identification Terms, which the End User is deemed to have accepted for each Application Identification Product that is provided to the End User. Application Identification Products are Products subject to this Agreement.

## 11. Expiration and Termination.

- (i) Expiration of Term Software Licenses. Software licensed on a subscription or fixed term basis shall expire immediately at the end of the specified term in accordance with Section 3 (Grant of Licenses) without any requirement for notice to be provided by AppLogic Networks, unless renewed in accordance with Section 3(vi) (Subscription, Fixed Term Licenses and Renewals). AppLogic Networks may provide at least three (3) months advance written notice that a subscription or fixed term Software license will not renew, such notice may be provided to the End User or to the AppLogic Networks-authorized reseller from whom the End User has acquired the license). Upon the expiry or termination of the Software license, the End User shall immediately cease using, uninstall, erase and/or return the Software to AppLogic Networks. AppLogic Networks reserves the right to disable the Software.
- (ii) Access to End User Data. Upon request by End User within thirty (30) days of expiry of the termination notice period, AppLogic Networks will make available for download by End User any electronic data or information belonging to End User ("**End User Data**"). After such thirty (30) day period, AppLogic Networks shall have no obligation to maintain or provide access to such End User Data and shall delete all End User Data (excluding Retained Data) in accordance with its data retention practices.
- (iii) Termination of Licenses for Cause. AppLogic Networks has a right, at AppLogic Networks sole discretion, to terminate all rights and licenses for a Product, and any services related thereto (such as support and maintenance), if End User violates or fails to comply with any part of Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 7 (Audit), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct) or any other part of this Agreement, or if AppLogic Networks does not receive all applicable fees and payments relating to the Product and any services related thereto (such as Support and Maintenance Services and other AppLogic Networks services). If AppLogic Networks determines, in its sole discretion, that the End User's compliance with laws or regulations applicable to it, or the End User's compliance with the instructions or requirements of a government or regulatory body with jurisdiction over it, results in the violation of Section 19 (Code of Conduct) or of any human rights (as defined in Section 5(xv) above), AppLogic Networks may terminate this Agreement immediately with or without notice at its sole discretion.

Without any liability to End User or anyone else, if AppLogic Networks deems it appropriate due to a breach of this Agreement (including, without limitation, Section 5 (License Conditions) or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) or Section 19 (Code of Conduct)) or a violation of applicable law, AppLogic Networks may, at its sole discretion, without limitation:

- (1) disable (permanently or temporarily) the operation of any Product; and/or
- (2) cancel or suspend any service AppLogic Networks provides (directly or indirectly via AppLogic Networks-authorized resellers) for End User under any agreement including, without limitation, the provision of any cloud or network based services, support and maintenance services, any updates or upgrades, training and professional services; and/or
- (3) notify applicable officials, bodies or organizations (including, but not limited to, law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach of this Agreement or violation of any applicable law.

AppLogic Networks shall be under no obligation: (A) of confidentiality with respect to the occurrence of, or any details about, any breach of this Agreement or violation of any applicable law notwithstanding any other agreement to the contrary; or (B) to refund any fees paid by End User or a AppLogic Networks-authorized reseller if AppLogic Networks

disables the operation of any Product or Services, and/or cancels or suspends any service in accordance with the preceding sentence.

At its sole discretion, AppLogic Networks may cease or require a AppLogic Networks-authorized reseller to cease, or a AppLogic Networks-authorized reseller may determine to cease, any activities for End User in relation to the Products or any associated services (including but not limited to the provision of Support and Maintenance Services, Signature Updates, Lists, Third Party Items and/or professional services) if End User breaches this Agreement or violates any applicable law.

- (iv) **Obligations upon Expiration or Termination.** Upon expiration or termination of a license granted hereunder, the expiring or terminating rights and licenses to the Software shall immediately terminate, End User shall immediately cease all use of the Software and the End User shall promptly and permanently remove all copies of the Software from End User's own internal network and destroy all copies of the Software and Documentation in its possession or control. In addition, where a license is terminated for cause by AppLogic Networks and the End User has possession or control of any Hardware for which AppLogic Networks has not received full payment, the End User shall promptly return the Hardware to AppLogic Networks (at End User's cost) and, without limiting any other rights or remedies of AppLogic Networks, End User shall not be entitled to any refund of amounts received by AppLogic Networks for the Hardware.
- (v) **End of Life.** End User agrees to only use a Supported Release of the Software. AppLogic Networks will use commercially reasonable efforts to publish the availability of each Supported Release when generally available on the Portal. End User should install the Supported Release on a Device for which End User is licensed to use the Software. Once two (2) years passes from the General Availability of a Supported Release of the Software, the Supported Release will automatically be end of life software, unless published otherwise by AppLogic Networks located on the Portal from the Documentation Library which includes the most current AppLogic Networks Product Lifecycle – Software End of Life Record information.

Notwithstanding any Support and Maintenance Services agreements that may be in place, and provided that the End User has purchased Support and Maintenance Services for the Software for the continuous period from its acquisition of the first license to the Software through to the date of discontinuation, AppLogic Networks will continue to make available Support and Maintenance Services in respect of a discontinued Supported Release of Software for a period of two (2) years from the date of General Availability and thereafter AppLogic Networks only Support and Maintenance Services obligations on end of life Software is to provide reasonable efforts on Severity 1 – Critical (as defined in AppLogic Networks End User Support Terms) system restoration issues provided that: (i) the End User makes a written request to AppLogic Networks, and (ii) AppLogic Networks approves such request, which approval may be conditional upon the End User agreeing to pay an additional surcharge fee.

AppLogic Networks reserves the right to not renew a Support and Maintenance Services agreement for Hardware and/or Software that has been subject to an end of life announcement.

Installation of a Maintenance Release does not extend the lifetime of the related LTS Release under AppLogic Networks end of life policy. AppLogic Networks will include the latest defect fixes with the latest LTS Release. For the End User to receive the expected level of Support and Maintenance Services, the End User must apply the latest Maintenance Releases to the Supported Release.

AppLogic Networks reserves the right to discontinue the manufacture or sale or licensing of, or otherwise render or treat as obsolete, any or all of the Products covered by this Agreement. AppLogic Networks will provide a minimum of ninety (90) days advance notice (which may be by email, or via the Portal, or as otherwise reasonably determined by AppLogic Networks), or the notice as required by law, prior to discontinuing any Product in accordance with AppLogic Networks end-of-life policy.

AppLogic Networks will also announce last time buy dates for Products to permit End User to purchase (while quantities last) the Product subject to the last time buy announcement. After the last time buy date passes AppLogic Networks: (a) may or may not make available

Maintenance Releases; (b) may or may not make available Signature Updates and Lists; and (c) advises the traffic classification may degrade for some applications after the last time buy date and notes that the ability to maintain similar levels of traffic identification, classification and byte count accuracy may be affected due to unforeseen changes in the internet post last time buy date. Provided that the End User has purchased Support and Maintenance Services for the Product for the continuous period from its acquisition of the Product through to the date of discontinuation, AppLogic Networks will continue to make available Support and Maintenance Services in respect of: (a) discontinued Hardware, for a period of three (3) years from the date of discontinuation; and (b) a discontinued Supported Release of Software, for a period of two (2) years from the date of General Availability.

- (vi) Termination by AppLogic Networks. If a third party brings a claim against AppLogic Networks that the Products infringe on that third party's valid patents or copyrights, AppLogic Networks may at its option and discretion: (A) replace or modify affected Products to make them non-infringing, (B) secure rights for the End User to continue using affected Products, or (C) if AppLogic Networks, acting reasonably, determines that (A) and (B) are not commercially reasonable options, terminate any applicable End User licenses and provide a refund, upon the return of such Products to AppLogic Networks, for (1) Hardware or perpetually-licensed Software, the amount received by AppLogic Networks for the returned Products depreciated on a five-year, straight-line basis (calculated daily); and (2) for Software licensed on a fixed term or subscription basis, any prepaid but unused amount received by AppLogic Networks for the returned Products. If applicable, unless otherwise agreed in writing by AppLogic Networks, any such refund shall be provided to the AppLogic Networks-authorized reseller who originally paid AppLogic Networks for the Product and it will be up to the End User to obtain a refund from the AppLogic Networks-authorized reseller from whom the End User purchased the Product.

**12. Updates, Upgrades and Support.** End User hereby acknowledges and agrees that:

- (i) AppLogic Networks has no obligation under this Agreement to provide any assistance, maintenance or other support for Products, or any part thereof. Support and Maintenance Services do not include Signature Updates (except as set out in Section 6(i)(a)) or Lists.
- (ii) Support and Maintenance Services are included with Software that is licensed on a subscription basis and the Support and Maintenance Service fees are included in the license fee for the Software that is licensed on a subscription basis only.
- (iii) Support and Maintenance Services are not included with Software that is licensed on a perpetual basis or for a fixed term and the Support and Maintenance Service fees are separate to the license fee for the Software that is licensed on a perpetual basis or for a fixed term.
- (iv) When Support and Maintenance Services are purchased by the End User, the Support and Maintenance Services commence on the earlier of the date of delivery of the applicable Product to the AppLogic Networks-authorized reseller, or the End User.
- (v) Support and Maintenance Services may be provided to the End User by AppLogic Networks when the End User has purchased Support and Maintenance Services directly from AppLogic Networks or by a AppLogic Networks-authorized reseller supported by AppLogic Networks when the End User purchases Support and Maintenance Services through a AppLogic Networks-authorized reseller.
- (vi) AppLogic Networks has no obligation under this Agreement, or any Support and Maintenance Services agreement, to provide updates and/or upgrades to Products, or any part thereof, however AppLogic Networks may, from time to time in AppLogic Networks sole discretion, make updates and/or upgrades to Products, or parts thereof, available via the Internet or via other sources.
- (vii) Any updates and/or upgrades provided by AppLogic Networks at its sole discretion may result in functional or other changes to Products, or parts thereof.
- (viii) End User assumes all risk resulting from installing, or from failing to install, updates and/or upgrades made available by AppLogic Networks.



- (ix) AppLogic Networks shall have no obligation under this Agreement or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide End User with any assistance, support, maintenance, Signature Updates, Lists, upgrades or updates to any Products, or any part thereof, if End User violates or fails to pay all fees for the Products or to comply with Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct) or any other part of this Agreement.
  - (x) If Support and Maintenance Services are reinstated for an End User in respect of a Product after a period of non-enrollment (which is not applicable for Software that is licensed on a subscription basis where the Support and Maintenance Service fees are included in the license fee for the Software), all of the arrears of support and maintenance fees for the period of non-coverage through to the end of the reinstatement period shall be required to be paid to AppLogic Networks.
  - (xi) Where Software is licensed perpetually or for a fixed term and the End User:
    - a. purchases Support and Maintenance Services in respect of the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services in respect of the Software and may install and use new versions of the licensed Software (if any) that are released by AppLogic Networks during that fixed term period; and
    - b. does not purchase Support and Maintenance Services in respect of the Software for a fixed term period, or if the fixed term period has expired, the End User shall be entitled to continue to use the last installed version of the Software and AppLogic Networks has no obligation to provide any assistance, support, maintenance, upgrades or updates.
  - (xii) For Software licensed on a subscription basis, the End User shall be entitled to Support and Maintenance Services at the applicable level of support identified by AppLogic Networks for the subscription for installed Supported Release versions of the licensed Software during the applicable subscription period.
  - (xiii) AppLogic Networks has no obligation to provide any assistance, support, maintenance, upgrades or updates for any version of the Software after AppLogic Networks declares the end of support for that version of the Software.
- 13. Disclaimer of Warranties.** EXCEPT AS MAY BE SET FORTH BELOW IN THIS SECTION 13 (DISCLAIMER OF WARRANTIES) OR IN A SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR HARDWARE, WHEN A PRODUCT IS DELIVERED TO END USER, APPLOGIC NETWORKS, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR ALL PRODUCTS AND THIRD PARTY ITEMS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO END USER. For clarity, there is no warranty or support provided by AppLogic Networks:
- a. for any trial Products, pre-release Products, Application Identification Products, or Third Party Items; or
  - b. that the Software will:
    - i. meet End User specifications, unique requirements and circumstances including, without limitation, with respect to their budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design (“**Circumstances**”);
    - ii. operate without interruption;

- iii. be free from defects, errors, virus; or
- iv. be secure.

In the event that any Supported Release of Software (excluding, for greater certainty, any trial Products, pre-release Products and Application Identification Products) fails to substantially comply with AppLogic Networks Specifications for that Supported Release used under normal conditions and in compliance with this Agreement and applicable Documentation, then, provided End User has notified AppLogic Networks in writing and in reasonable detail of such failure so as to allow AppLogic Networks to replicate such failure within ninety (90) days of delivery of such Supported Release, AppLogic Networks will provide Support and Maintenance Services (when acquired by End User for the affected Supported Release) to address such failure. The foregoing constitutes AppLogic Networks entire responsibility and End User's sole and exclusive remedy with respect to any such failure.

If AppLogic Networks, or anyone acting on behalf of AppLogic Networks, provides any comments, statements and/or recommendations directly or indirectly to an End User or a AppLogic Networks-authorized reseller regarding the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items that an End User should consider purchasing and/or using, such comments, statements and/or recommendations are provided for convenience only and are merely suggestions and shall not be considered as a warranty or guarantee provided by or on behalf of AppLogic Networks. Notwithstanding anything to the contrary in this agreement or in any other agreement, or that any such comments, statements and/or recommendations are provided in any other document, purchase order or quotation, such comments, statements and/or recommendations by AppLogic Networks shall not, at any time: (i) constitute advice, or a recommendation, warranty or guarantee, by or on behalf of AppLogic Networks that the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items will satisfy any of the End User's Circumstances at any point in time; or (ii) obligate AppLogic Networks to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the AppLogic Networks-authorized reseller or anyone else at AppLogic Networks cost; or (b) paying any amount to or for the End User, the AppLogic Networks-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on AppLogic Networks comments, suggestions and/or recommendations or otherwise. AppLogic Networks shall have no responsibility or liability for any statements, comments and/or recommendations made by anyone else whether purportedly by or on behalf of AppLogic Networks or otherwise.

AppLogic Networks is not responsible for any Software performance issues caused by:

- (i) the End User operating insufficient AppLogic Networks products or services, or third party hardware, software or services;
- (ii) the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;
- (iii) insufficient End User information security protocols; or
- (iv) any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.

For clarity, AppLogic Networks is under no obligation to investigate any issues that AppLogic Networks considers are:

- (A) not being caused by the Software or any AppLogic Networks hardware; or
- (B) being caused by the End User's hardware, infrastructure or networking or another vendor of the End User.

If End User requests AppLogic Networks to investigate such issues and AppLogic Networks determines that the issues are not being caused by the Software or any AppLogic Networks hardware and are being caused by the End User's hardware, infrastructure or networking or another vendor of the End User then AppLogic Networks reserves the right to invoice the End User on a time and materials basis at AppLogic Networks then-current standard rates for such investigation.

- 14. Exclusion and Limitation of Liability.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PARTICULAR LIABILITIES AND, TO THE EXTENT THAT SUCH LAWS ARE CONTROLLING, ONE OR MORE OF THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO END USER. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION TO INFORMATION OR DATA, LOSS OR DISCLOSURE OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS, OR ANY LOSSES ASSOCIATED WITH THIRD PARTY ITEMS ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR THIRD PARTY ITEM OR ANY INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN, OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF THE PRODUCT OR THIRD PARTY ITEM, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BECOME AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, APPLOGIC NETWORKS CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE USE OR IMPROPER FUNCTIONING OF THE PRODUCT OR PROVIDING SERVICES OR ARISING OUT OF LIABILITY UNDER BREACH OF CONTRACT, INCLUDING DATA PROCESSING ADDENDUM OR IN CONNECTION WITH ANY PERSONAL DATA BREACH (EACH, A “**CLAIM**”), WILL NOT EXCEED THE AMOUNT PAID BY END USER FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE PRODUCT OR THIS AGREEMENT. THIRD PARTY SUPPLIERS AND LICENSORS HAVE NO LIABILITY TO AN END USER UNDER THIS AGREEMENT.
- 15. Intellectual Property, and Trademarks.**
- (i) End User acknowledges and agrees that it does not acquire any intellectual property or other proprietary rights, including patents, copyrights, trademarks, industrial designs, moral, trade secret or confidential information in or relating to: (a) AppLogic Networks and Affiliates, or their suppliers and licensors, (b) Software, Documentation, or any part thereof, including any Software or Documentation embedded or pre-installed on any Device, (c) any translation or other derivative works relating to Software, Documentation, or any part thereof, or (d) any logos, trademarks, trade names of AppLogic Networks or Affiliates, or their suppliers and licensors (“**Intellectual Property Rights**”).
  - (ii) All Intellectual Property Rights belong exclusively to AppLogic Networks and Affiliates, or their suppliers and licensors. End User agrees that it shall not refute or otherwise challenge the ownership of such Intellectual Property Rights. All comments, ideas, changes or other feedback provided by End User to AppLogic Networks regarding the Products or Intellectual Property Rights shall be owned by AppLogic Networks and its Affiliates, or their suppliers and licensors. All rights, title and interest not expressly granted herein are reserved by AppLogic Networks and Affiliates and their suppliers and licensors.
  - (iii) End User grants AppLogic Networks and Affiliates, and their applicable suppliers and licensors, a worldwide, perpetual, irrevocable, sub-licensable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt and perform End User content solely for the purpose of performing this Agreement and End User warrants and covenants that it has the right to grant such a license.
  - (iv) AppLogic Networks may obtain Retained Data from Products, including trial Products, pre-release Products and Application Identification Products, such as in the scenarios described in Section 5(xvi). This Retained Data will be deemed to be owned by AppLogic Networks and AppLogic Networks shall have unrestricted title, rights, and interest to the Retained Data, which may include, without limitation, rights to use, distribute, transmit, transfer, share, and assign the Retained Data, and to incorporate or use them, or any functionality or features developed using them, in AppLogic Networks Products and services at any time.
- 16. Compliance with Laws, Export Controls and U.S. Government Restricted Rights.**

- (i) End User shall conduct its business with the Products and Third Party Items in an ethical manner and comply with all applicable laws, ordinances, codes, regulations and policies applicable to End User's receipt or use of and/or access to the Products and Third Party Items including, without limitation, ensuring compliance with industry-specific laws and regulations applicable to End User and/or its business prior to or during its use and/or access to the Products and Third Party Items. End User represents that: (a) End User is eligible to receive and/or access the Products and Third Party Items under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to the Products and Third Party Items is in accordance with the restrictions in this subsection.
  - (ii) The Product and Third Party Items, or any part thereof, including, without limitation, any technical data related thereto and any direct product thereof may not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and End User will not export or re-export the Product or Third Party Items from the country where the Product was originally delivered to End User.
  - (iii) The Software and Documentation and Third Party Items are considered commercial computer software and documentation developed exclusively at private expense and are a "Commercial Item" as defined in 48 C.F.R. § 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements). If the End User is the U.S. Government or any agency or department thereof, the Product and Third Party Items are only delivered as a Commercial Item subject to the license grant specified in Section 3 (Grant of Licenses) and other terms and conditions as set forth in this Agreement. Acquisition of the Product and Third Party Items by the U.S. Government or any agency or department thereof shall only be under FAR or DFAR provisions for ACQUISITION OF COMMERCIAL ITEMS and shall not alter the terms and conditions of this Agreement.
- 17. Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York, United States of America, excluding the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction. Subject to Section 18 (Dispute Resolution), each party, each Party irrevocably consents and submits to the exclusive jurisdiction of the federal and provincial courts situated in the city of New York, United States of America and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. All correspondence shall be in the English language. Solely to the extent that a dispute arises under the Standard Contractual Clauses, the governing law and forum that shall govern such a dispute shall be the governing law and forum stated in the Standard Contractual Clauses and not this section.
- 18. Dispute Resolution.** All disputes arising out of or in connection with Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Each party shall bear one half of the costs associated with the arbitration proceedings. The award rendered by the arbitrators shall be final and binding upon the parties. Arbitration proceedings hereunder shall be conducted in the English language and shall take place in the city of New York, United States of America. Any arbitration conducted hereunder, and any award rendered therein, shall be strictly confidential, and neither party may disclose existence of any such arbitration or any award, other than to its legal and tax advisors, or as required by applicable law. Notwithstanding the foregoing, each party reserves the right to seek: (a) injunctive or equitable relief; or (b) relief in any court with jurisdiction including, without limitation, for money damages, in the event of claims or disputes regarding: (i) amounts owed to such party; or (ii) breach or threatened breach of obligations relating to confidentiality, intellectual property, reverse engineering or regulatory matters. Nothing in Sections 17 (Governing Law and Forum) or 18 (Dispute Resolution) shall limit the right of either party to bring enforcement proceedings in the United States of America or another jurisdiction in connection with any award or a judgment entered upon such award, in the United States of America or elsewhere.
- 19. Code of Conduct.** End User acknowledges, understands, and agrees that:

- a. Measures taken by or on behalf of End Users to restrict access to the Internet, at the direction of governments or otherwise, must be exceptional, grounded in law, strictly necessary, limited in scope and duration, communicated and explained transparently, and proportional to a legitimate and lawful government aim. The denial of users' individual rights, including online, should be supported by legitimate, compelling, and substantiated reasons, not merely by vague and unspecified claims of national security or by unsubstantiated claims for the need to use police power for the purported safety of the people.
- b. AppLogic Networks prohibits its employees, subcontractors and suppliers, and AppLogic Networks-authorized resellers from configuring AppLogic Networks products and services in a manner that will result in the violation of applicable laws, this Agreement, any restrictions set out by AppLogic Networks business ethics committee, or any international human rights standards and best practices including, but not limited to the human rights standards set forth in Section 5 (License Conditions), and requires them to inform AppLogic Networks compliance officer of any such request or on becoming aware of any such activity.
- c. AppLogic Networks may require that an End User annually certify in writing to AppLogic Networks that it has complied with this Agreement including but not limited to Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), Section 19 (Code of Conduct), and with all applicable laws; and
- d. End User represents, warrants, covenants, and confirms that, should it learn of or have reason to suspect any breach of Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct), End User will take appropriate remedial steps and promptly notify AppLogic Networks in writing.

## **20. Data Processing Addendum.**

- a. If (i) the End User contracted Products and/or services related to the Products directly from AppLogic Networks or its Affiliate(s) or receives services based on such agreement, and (ii) the End User processes personal data relating to its subscribers and/or user to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland were applicable prior to its processing by AppLogic Networks or its Affiliates, and (iii) to the extent that the End User is a data controller of personal data relating to its subscribers and/or users and AppLogic Networks or its Affiliate is a data processor, the Parties agree that the DPA is binding between the relevant parties and forms part of this Agreement, unless any prior written data processing agreement has already been concluded between the relevant parties being data controller and data processor.
- b. To avoid any doubt, if the End User (i) does not process personal data relating to the End User's subscribers and/or users to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland are applicable, or (ii) is an indirect customer that purchased Products and services related to the Products through a AppLogic Networks-authorized reseller or distributor, the DPA is not applicable and is not legally binding. Such an End User should contact the authorized reseller or distributor to discuss whether an amendment to its agreement with that reseller or distributor may be required. The End User acknowledges that AppLogic Networks and/or its Affiliates might act as sub-processors engaged by a AppLogic Networks-authorized reseller or distributor.

- 21. Protection of Employee Personal Information.** As part of providing hardware, software, applications, tools, scripts, and/or services, including support and maintenance services, to AppLogic Networks-authorized resellers and End Users, AppLogic Networks may come to collect, use and share personal information relating to the officers or employees of AppLogic Networks-authorized resellers and End Users (including full time, part time, and temporary employees) who interact with AppLogic Networks ("**Employee Personal Information**"). AppLogic Networks may obtain Employee Personal Information either from the employees

themselves or from Customer. AppLogic Networks may use the Employee Personal Information for the purposes of the legitimate business interests of AppLogic Networks, its Affiliates or AppLogic Networks-authorized resellers and End Users, including to: (i) establish and fulfil contracts with AppLogic Networks-authorized resellers and End Users, (ii) provide customer service, (iii) assist in addressing inquiries from AppLogic Networks-authorized resellers and End Users, (iv) deliver training to AppLogic Networks-authorized resellers and End Users, (v) communicate with AppLogic Networks-authorized resellers and End Users in relation to billing, activation, provision, maintenance, support, troubleshooting, resolving of disputes, deactivation, upgrade, or update of AppLogic Networks products, and (vi) establish, exercise or defend legal claims. For more information on how AppLogic Networks protects Employee Personal Information and what data protection rights data subjects have, please refer to AppLogic Networks Privacy Policy available at: <https://www.applogicnetworks.com/privacy-policy>. Please feel free to contact AppLogic Networks with any questions, comments or complaints about how AppLogic Networks handles Employee Personal Information by mail, at AppLogic Networks, 410 Albert Street, Suite 201, Waterloo, Ontario, Canada, N2L 3V3, Attention: Legal Department by email to [privacy@applogicnetworks.com](mailto:privacy@applogicnetworks.com). The End User agrees to make the information set out in this Section 21 (Protection of Employee Personal Information) reasonably available to any employee whose Employee Personal Information it may disclose to AppLogic Networks from time to time.

## **22. General.**

- (i) With respect to the particular terms and conditions covered in this Agreement, this Agreement (together with any written quotation(s) of AppLogic Networks or any of AppLogic Networks Affiliates, each a “**AppLogic Networks Quotation**”) constitutes the entire agreement and understanding between End User and AppLogic Networks (and/or AppLogic Networks Affiliate) with respect to the subject matter hereof and cancels and supersedes any prior or contemporaneous agreement or understanding concerning the subject matter hereof. There are no terms, conditions, undertakings, understandings, collateral agreements, representations, or warranties express, implied, statutory or otherwise, between the End User and AppLogic Networks (and/or AppLogic Networks Affiliate), except as expressly set forth in this Agreement. This Agreement may only be modified by a written document executed by AppLogic Networks and the End User. If there is any inconsistency between this Agreement and any Documentation used with the Products, the provisions of this Agreement shall apply to the extent of the inconsistency. Notwithstanding the foregoing, in the event of any conflict arising between the terms and conditions of this Agreement and the terms and conditions inserted into a AppLogic Networks Quotation by AppLogic Networks or the AppLogic Networks Affiliate, the terms and conditions inserted into the AppLogic Networks Quotation by AppLogic Networks or the AppLogic Networks Affiliate shall prevail to the extent of the inconsistency. If there is a conflict between the Agreement and the DPA, the DPA prevails. If there is a conflict between the DPA and the Standard Contractual Clauses, where applicable, the Standard Contractual Clauses prevail.
- (ii) AppLogic Networks and its Affiliates are not bound by any provision of any purchase order, requests for quotation, payment remittance, receipt, acceptance, confirmation, correspondence, or other instrument or action relating to those particular terms and conditions, unless AppLogic Networks (and/or AppLogic Networks Affiliate, as the case may be) specifically agrees to such terms and conditions in a subsequent written instrument that indicates that such instrument is to have preference with regard to identified particular items of those terms and conditions.
- (iii) End User may not assign or transfer this Agreement or any rights or obligations under this Agreement (except to the extent as expressly stated herein). Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void.
- (iv) AppLogic Networks may assign its rights and obligations under this Agreement to: (a) its Affiliates, and (b) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to AppLogic Networks herein shall be deemed to refer to AppLogic Networks assignee. Affiliates may assign its rights and obligations under this Agreement to: (I) AppLogic Networks or its other Affiliates, and (II) any successor by way of merger, acquisition, consolidation, reorganization, sale or

other transfer in which case references to the Affiliate herein shall be deemed to refer to the Affiliate's assignee.

- (v) Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.
- (vi) The third party supplier or licensor of Third Party Items: (a) has a substantial interest in the Third Party Item; (b) is an intended third party beneficiary of this Agreement with respect to the Third Party Item; and (c) has full rights to bring any action against an End User, including injunctive action, to enforce the terms of this Agreement or their separate end user terms.
- (vii) The waiver by either Party of any right provided under this Agreement must be in writing signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- (viii) If any section, provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent authority in any jurisdiction, that section, provision or part shall be limited if possible and only thereafter severed to the extent necessary to render this Agreement valid and enforceable in such jurisdiction.
- (ix) The Parties agree that End User's breach of certain terms of this Agreement may cause irreparable harm to AppLogic Networks for which damages shall be an inadequate remedy and AppLogic Networks may therefore seek injunctive or equitable relief in any court of competent jurisdiction without the requirement of posting a bond, in addition to all other remedies available to it.
- (x) Neither party shall be deemed to be in default of any provision of this Agreement, or otherwise be liable to the other party, for any failure or delay in performance (other than payment obligations) due to, wholly or in part, directly or indirectly, any causes, acts or events beyond its reasonable control ("**Force Majeure Event**"). Force Majeure Events may include, without limitation: (a) acts of God such as floods; storms; earthquake; fires etc.; (b) war; terrorism; riot; civil or military activity; (c) public health emergencies (including pandemics and epidemics); (d) outages or diminishment of power or telecommunications or data networks; shortages of labor or materials; strikes; quarantine restrictions; delays in transportation; (e) laws or regulations (including but not limited to export control regulations or restrictions; sanctions; refusal of a government authority to grant a license, permit or consent; instructions of government authorities; or judgment of a court (not arising from a breach of the Agreement by the non-performing party); or (f) the failure or delay in performance of any supplier or licensee within AppLogic Networks supply chain due to a force majeure event that directly or indirectly impacts the supplier or licensee. If a failure or delay continues for more than sixty (60) days, AppLogic Networks may terminate the Agreement (in whole or in part, which may include AppLogic Networks terminating any orders affected by the Force Majeure Event) upon written notice.
- (xi) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows:
  - a. if to End User, at the billing address supplied to AppLogic Networks or its Affiliate by End User; and
  - b. if to AppLogic Networks or its Affiliate, addressed to: AppLogic Networks, 410 Albert Street, Suite 201, Waterloo, Ontario, Canada, N2L 3V3; Attention: Legal Department.

A Party may from time-to-time change its address by notice in writing to the other Party delivered hereunder. In addition, AppLogic Networks may at its option deliver the notices or other communications to an e-mail address provided by End User to AppLogic Networks, which shall be effective and deemed delivered when transmitted, and AppLogic Networks may publish general notices and communications on AppLogic Networks website.