IGEL UMSAAS LICENSE AGREEMENT

THIS IGEL UMSAAS LICENSE AGREEMENT SET FORTH THE TERMS AND CONDITIONS UNDER WHICH IGEL AGREES TO PROVIDE THE IGEL UMSAAS PURCHASED BY END USER (DEFINED BELOW). BY PURCHASING, INSTALLING OR OTHERWISE USING IGEL UMSAAS, END USER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.

1   General

This IGEL UMSaaS License Agreement ("**Agreement**") is between IGEL Technology GmbH, Maria-Cunitz-Straße 7, 28199 Bremen, Germany ("**IGEL**") and the customer that has procured the licensed IGEL UMSaaS (as defined below) for use as an end user ("**End User**"). By entering into this Agreement, the End User confirms that End User is acting in the course of End User's trade, business, or profession and not as a consumer; for the avoidance of doubt, IGEL does not enter into this Agreement with consumers as defined by applicable law. This Agreement applies solely to licenses to IGEL UMSaaS (as defined below) granted by IGEL Technology GmbH as licensor. End User acknowledges and agrees that, as between End User and IGEL, IGEL and its licensors are the sole owners of all right, title and interest in and to the IGEL Software, and all Intellectual Property Rights (as defined below) adherent or in connection with the IGEL UMSaaS (as defined below) and shall remain the sole property of IGEL. All rights not expressly granted to End User are retained by IGEL and its licensors.

2   Definitions

2.1   "**Affiliate**" means any person or legal entity that controls, is controlled by or is under common control with End User or IGEL (as applicable); where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities (more than fifty percent (50%) of an entity's voting or equity securities, contract, voting trust or otherwise).

2.2   "**Documentation**" means, collectively, the official, published IGEL UMSaaS operation instructions, release notes and user manuals for the IGEL UMSaaS, in electronic or written form, that IGEL has provided or otherwise made available to End User (including, but not limited to, the IGEL Knowledgebase, available at www.kb.igel.com).

2.3   "**End User Content**" means all software, data (including Personal Data, as defined below), text, images, audio, video, photographs, non-IGEL or third party applications, and other content and material, in any format, provided by End User or any of End User's Users that is stored in, or run on or through, the IGEL UMSaaS (as defined below). IGEL UMSaaS (as defined below) under this Agreement and other IGEL products and services, and IGEL's intellectual property, and all derivative works thereof, do not fall within the meaning of the term End User Content. End User Content includes any Third Party Content (as defined below) that is

brought into the Services by End User's use of the IGEL UMSaaS (as defined below) or any IGEL-provided tools.

2.4 "**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with utility models and designs, works of authorship, including copyrights, moral rights, and mask work rights; (b) registered and unregistered trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-technical know-how; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence.

2.5 "**Personal Data**" means any information in accordance with Article 4 no. 1 EU General Data Protection Regulation ("**GDPR**"), or, outside of the European Economic Area, in accordance to locally applicable privacy regulations.

2.6 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of IGEL that End User may access through, within, or in conjunction with End User's use of, the IGEL UMSaaS (as defined below).

2.7 "**Users**" means those employees, contractors, and other (end) users, as applicable, authorized by End User or on End User's behalf to use the IGEL UMSaaS (as defined below) in accordance with this Agreement and the End User Order (as defined below). For IGEL UMSaaS (as defined below) that are specifically designed to allow End Users clients, agents, customers, suppliers or other third parties to access the IGEL UMSaaS (as defined below) to interact with End User, such third parties will be considered Users subject to the terms of this Agreement and the End User Order (as defined below).

3 IGEL UMSaaS

3.1 "**IGEL UMSaaS**" means the IGEL Universal Management Suite as a Service , purchased by the End User as specified in the applicable End User Order (as defined below), together with any updates thereto and Documentation provided by IGEL.

3.2 The purchase is executed through a reseller under a purchase order or other order document between End User and the reseller where a corresponding order from an IGEL authorized distributer who is distributing to the reseller has been accepted by IGEL (such purchase order, an "**End User Order**"). End User agrees to pay the amounts set forth in the relevant purchase order or other order form between End User and the applicable reseller. Fees for licenses for IGEL UMSaaS shall be invoiced as agreed between End User and the reseller. Notwithstanding the foregoing, End User understands and agrees that fees for licenses to IGEL UMSaaS shall be paid in advance of the relevant term covered. Until all fees due have been paid in full by End

User, (a) End User shall not have access to the UMSaaS and (b) IGEL does not grant any license under this Agreement to End User. End User acknowledges that the reseller and IGEL are independent of each other and that the reseller does not have any authority to bind IGEL in any way, make any modifications to this Agreement or to make any warranties or representations on IGEL's behalf and that IGEL has no liability whatsoever for any acts or omissions of any reseller.

4 End User License Grant

Subject to and conditioned upon End User's compliance with the restrictions and other terms and conditions of this Agreement and full payment of the applicable fees, IGEL hereby grants to End User a limited, non-exclusive, non-transferable and non-sublicensable license to use the IGEL UMSaaS which End User has purchased for End User's internal business purposes and solely in accordance with the Documentation. The license grant and the use of the IGEL UMSaaS is strictly limited to the purchased period of time specified on the applicable End User Order ("**Services Period**"), as well as to the number and type of licenses set forth on the applicable End User Order pursuant to which licenses are purchased. Details on IGEL software and service offerings and their corresponding license structure is available at www.igel.com/licensing.

5 Use of the IGEL UMSaaS

5.1 IGEL will make the IGEL UMSaaS specified in the End User Order available to the End User pursuant to this Agreement and the IGEL UMSaaS Service Level Agreement (**Annex A**).

5.2 End User may allow End User's Users and End User's Affiliates to access and use the Services in accordance with this Agreement and solely to the End User's benefit. End User is responsible for End User's Users' and End User's Affiliates' compliance with this Agreement and shall be responsible and liable for all acts and omissions committed by them, as if those acts and omissions were the acts and omissions of End User.

5.3 End User may not, and may not cause or permit others to: (a) use the IGEL UMSaaS to harass any person; cause damage or injury to any person or property; violate privacy rights; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of Applicable Laws (as defined below); or otherwise violate Applicable Laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the IGEL UMSaaS, except as permitted in the Documentation; (c) perform or disclose any performance or vulnerability testing of the IGEL UMSaaS without IGEL's prior written approval, except as permitted in the Documentation, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the IGEL UMSaaS ((a) through (c) collectively, the "**Acceptable Use**"). In addition to other rights that IGEL has in this Agreement, IGEL has the right to take

remedial action if the Acceptable Use is violated, and such remedial action may include removing or disabling access to material that violates the policy, disabling access to the IGEL UMSaaS by End User and/or the termination of the Agreement in accordance with section 11.

6 Intellectual Property and Ownership Rights

6.1 End User acknowledges and agrees that, as between End User and IGEL, IGEL and its licensors are the sole owners of all right, title and interest in and to the IGEL UMSaaS, and all Intellectual Property Rights adherent or in connection with the IGEL UMSaaS are and shall remain the sole property of IGEL. All rights not expressly granted to End User are retained by IGEL and its licensors.

6.2 End Users must have all necessary rights to use End User Content with IGEL UMSaaS. End User retain all ownership and Intellectual Property Rights in and to End User Content. IGEL or IGEL's licensors retain all ownership and Intellectual Property Rights in and to the IGEL UMSaaS, derivative works thereof, and anything developed or delivered by or on behalf of IGEL under this Agreement.

6.3 End User may have access to Third Party Content through use of the Services. Unless otherwise stated in this Agreement and End Users order, all ownership and Intellectual Property Rights in and to Third Party Content and the use of such content is governed by separate third party terms between End User and the third party.

6.4 End User has the authority to and does grant IGEL the right to host, use, process, display and transmit End User Content to provide the IGEL UMSaaS pursuant to and in accordance with this Agreement. End User has the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of End User Content, and for obtaining all rights related to End User Content required by IGEL to perform the IGEL UMSaaS.

6.5 End User acknowledges and agrees that the IGEL UMSaaS may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to IGEL UMSaaS (collectively, "**Third Party Software**"), as referenced in the IGEL UMSaaS itself, the Documentation, or on IGEL's website (www.igel.com/terms-conditions), for use in combination with the IGEL UMSaaS. This Agreement shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern End User's access to and use of the applicable Third Party Software. Such Third Party Software is distributed to End User solely under the terms set forth in the relevant Third Party Software license agreements (which are referenced in the IGEL UMSaaS itself, the Documentation, or on IGEL's website at www.igel.com), and End User acknowledges and agrees that this Agreement in no way supplements or detracts from any term or condition therein. ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A

PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, IGEL will make available the required source code for the Third Party Software in response to End User's request.

6.6 Except as permitted by this Agreement, End User may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the IGEL UMSaaS (including data structures or similar materials produced by programs); (b) access or use the IGEL UMSaaS to build or support, directly or indirectly, products or services competitive to IGEL; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the IGEL UMSaaS to any third party.

6.7 If End User transmits any communication to IGEL suggesting or recommending changes to the IGEL UMSaaS, including without limitation new features or functionality relating thereto, or any comments, questions, suggestions or the like ("**Feedback**"), IGEL is free to use such Feedback, although IGEL is not obligated to do, and IGEL shall maintain all intellectual property rights in any such Feedback.

7   End User Content Security & Data Protection

7.1 IGEL has implemented and will maintain an information security program that uses appropriate physical, technical and organizational measures designed to protect End User Content from unauthorized access, destruction, use, modification or disclosure, as described in the IGEL UMSaaS Data Processing Agreement ("**Data Processing Agreement**"; **available at www.igel.com/terms-conditions**).

7.2 IGEL and End User agree to enter into the Data Processing Agreement, which is hereby incorporated by reference into this Agreement will remain in force during the Services Period of the End User Order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of this Agreement, the terms of the Data Processing Agreement shall take precedence.

7.3 Without prejudice to Sections 7.1 and 7.2 above, End User is responsible for (a) any required notices, consents and/or authorizations related to End User's provision of, and IGEL's processing of, End User Content (including any Personal Data) as part of the IGEL UMSaaS, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from End User Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in End User Content, and (c) any use by End User or End User Users of the IGEL UMSaaS in a manner that is inconsistent with the terms of this Agreement or the End User Order. To the extent End User discloses or transmits End User Content to a third party, IGEL is no longer responsible for the security or confidentiality of such content outside of IGEL's control.

7.4 End User Content may not include any data that imposes specific data security, data protection, or regulatory obligations on IGEL in addition to or different from those specified in the Data Processing Agreement or this Agreement. If End User Content includes any of the foregoing data (e.g., certain regulated health or payment card information), IGEL will process such data only pursuant to the terms of the Data Processing Agreement and this Agreement. End User is solely responsible for complying with End User's specific regulatory, legal or data security obligations which may apply to such data.

8 Intellectual Property Indemnification.

8.1 IGEL shall (at its own expense) defend or settle any unaffiliated third party claim, suit or proceeding brought against End User alleging that the IGEL UMSaaS infringe upon any patent or copyright of such third party ("**Infringement Claim**"), and IGEL shall indemnify End User from any damages finally awarded to such third party by a court of competent jurisdiction as a result of the Infringement Claim or any settlement of the Claim between IGEL and the third party. IGEL's obligations above are conditioned on End User (a) promptly notifying IGEL in writing of the Infringement Claim or threat thereof such that IGEL is not prejudiced by any delay in such notification, (b) doing nothing which may prejudice IGEL's defense of such Infringement Claim, and (c) giving IGEL the sole right to control the investigation, defense and settlement of the Infringement Claim and, if so requested by IGEL, End User providing reasonable assistance at IGEL's expense. If any Infringement Claim is made or in IGEL's opinion appears possible, IGEL shall, at its sole expense and option either: (a) procure the right for End User to continue to use the alleged infringing IGEL Software; (b) replace or modify the IGEL SaaS Service to make it non-infringing; or (c), if neither (a) nor (b) are reasonably achievable, terminate this Agreement, and provide End User with a refund of the license fees actually paid to IGEL for End User's affected IGEL SaaS Service subject to a straight line depreciation over a three (3) year period from purchase. IGEL assumes no liability for any Infringement Claim or allegations of infringement based on: (a) the combination, operation, or use of the IGEL SaaS Service with products, services, hardware, data or other materials not furnished by IGEL, if such Infringement Claim would have been avoided by the use of the IGEL SaaS Service alone; (b) alterations or modifications to the IGEL SaaS Service by End User or its agents or at End User's direction; (c) the failure to install any updates made available by IGEL; (d) End User's use of any IGEL SaaS Service after IGEL had provided End User with a subsequent non- infringing release of the IGEL SaaS Service or its replacement; (e) use of the IGEL SaaS Service otherwise than in accordance with the Documentation and any Applicable Laws; or (f) if End User settles or makes any admissions with respect to an Infringement Claim without IGEL's prior written consent.

8.2 End User shall (at its expense) indemnify, defend and hold harmless, or at its option settle, any third party claim, suit or proceeding brought against IGEL, its Affiliates and their

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

9 Confidentiality

Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with this Agreement. "**Confidential Information**" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or electronically (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the IGEL Software (both object and source code), documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure., Confidential Information will include any and all non-public information relating to any IGEL Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records); (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event

Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving party is legally required to disclose.

10 Limitation of Liability

10.1 IGEL is subject to unlimited liability for any damages caused by grossly negligent (grob fahrlässig) or willful (vorsätzlich) misconduct of IGEL, or its legal representatives or agents, as well as for damages resulting from any wrongful harm to life, body or health, and damages under the German Product Liability Act (Produkthaftungsgesetz).

10.2 Except from 10.1, IGEL is only liable for any damages caused by ordinary negligence if, and solely to the extent, IGEL breaches any material obligation (wesentliche Vertragspflicht) under the agreement. Material obligations are obligations which are essential for the achievement of the purpose of the agreement and on which the End User may reasonably rely. In such cases, IGEL's liability shall be limited to damages reasonably foreseeable (vertragstypischer vorhersehbarer Schaden) at the time the agreement was signed. The liability for loss of profit and subsequent damages (particularly for damages resulting from interruptions to operations) shall be excluded.

10.3 The liability under 10.2 and 10.1. is limited to the order value of the individual order.

10.4 The foregoing limitations of liability shall also inure to the benefit of IGEL's legal representatives, agents and employees, and shall also apply in cases involving liability for culpa in contrahendo or tort.

10.5 Unless provided otherwise in this Agreement, any and all claims of End User against IGEL shall be limited to one year from the date on which the claim occurred and the End User became aware of the circumstances giving rise to the claim or would have become aware of them but for the gross negligence of the End User, except for claims defined in subsections 10.1 and 10.2.

11 Termination

End User may terminate this Agreement without refund at any time by ceasing to access and use the IGEL SaaS Service and providing written notice to IGEL. IGEL may terminate this Agreement, effective upon written notice to End User, in the event that End User materially breaches this Agreement, including, but not limited to, the event of late- or non-payment, and (if such breach is capable of cure) the End User fails to cure such breach within 30 days from IGEL's written notice thereof. In the event of late- or non-payment by the End User, IGEL may immediately terminate End User's access to IGEL UMSaaS and cease providing IGEL UMSaaS to the End User. Upon any expiration of the Services Period or termination of this Agreement,

the licenses granted herein will automatically terminate and End User must immediately cease to access and use the IGEL UMSaaS and Documentation, including all back-up copies. Any obligations to pay license and all other fees incurred prior to termination shall survive termination. IGEL reserves the right to delete all End User Content on IGEL's systems upon termination of the agreement or end of the Service Period. Deletion will regularly be performed within 30 days after the termination date / end of the Service Period.

12   General Provisions

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

12.2   **Usage Data.** IGEL may access, reproduce and use Usage Data (as defined below) to improve IGEL's products, services and customer support, to identify performance issues and optimize system performance and to inform End User about available software and security updates. "**Usage Data**" means device and client data related to the End User's use of the IGEL UMSaaS.

12.3   **Export Restriction.** End User will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL UMSaaS in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations the (UN), European Union, United States, United Kingdom, Germany, and other applicable countries.

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

12.5   **Severance.** If any provision of this Agreement is held to be unenforceable, void or invalid under Applicable Law, or if it contains a gap, the validity of these terms is not affected thereby and the remaining provisions will remain in full force. The provision concerned shall be deemed to be replaced with a valid provision which comes closest to what the IGEL had intended with respect to the purpose under the invalid or void provision.

12.6   **Entire Agreement.** This Agreement, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between IGEL and End User with respect to the IGEL UMSaaS and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein.

12.7   **Force Majeure.** Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the Agreement (except for a failure to pay fees) if such failure or delay is caused by circumstances beyond the parties' reasonable

control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations under this Agreement.

12.8 **Variation.** Any variation to the Agreement shall only be binding when agreed in writing and signed by both parties.

12.9 **Governing Law.** This Agreement and all claims and actions of End User relating to IGEL UMSaaS are governed by the laws of Germany. The courts of Bremen, Germany, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

(April 2025)

Appendix A
IGEL UMSaaS
Service Level Agreement

1. Definitions
   1.1. "System Availability" means the percentage of total time during which the IGEL UMSaaS is available to End User, excluding the Scheduled Maintenance Window and Emergency Maintenance.
   1.2. "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the IGEL UMSaaS may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 9:00 p.m. Pacific Time.
   1.3. Emergency Maintenance" means any time outside of Scheduled Maintenance Window that IGEL is required to apply urgent patches or fixes or undertake other urgent maintenance activities. If Emergency Maintenance is required, IGEL will contact End User and provide the expected start time and the planned duration of the Emergency Maintenance and if IGEL expects the IGEL UMSaaS to be unavailable during the Emergency Maintenance.

2. SLA
   2.1. System Availability SLA for IGEL UMSaaS. Expected uptime for the IGEL UMSaaS is 98.50% System Availability during each calendar month, excluding any Scheduled Maintenance Windows and Emergency Maintenance.