Application Mobility Service

User Agreement – January 2025

PLEASE READ THIS USER AGREEMENT ("AGREEMENT") CAREFULLY BEFORE REGISTERING FOR THE ARCTERA APPLICATION MOBILITY SERVICE ("ONLINE APPLICATION"). BY USING THE ONLINE APPLICATION, YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR YOUR COMPANY, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT; AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, AS APPLICABLE, TO BE BOUND BY THIS AGREEMENT ON EACH OCCASION YOU ACCESS THE ONLINE APPLICATION. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT HAVE ANY RIGHT TO USE THE ONLINE APPLICATION.

1. Online Application

a. The **Online Application** is owned and operated by Arctera US LLC on its behalf and on behalf of its subsidiaries and affiliates (collectively **"Licensor"**). In the event you are accessing the Online Application as an authorized representative of your company, any registration requirements will be granted in the name of your company (and not to you personally). On each occasion you access the Online Application you (**"User"**) agree to access the Online Application, in accordance with the following terms and conditions.

b. Subject to the terms and conditions of this Agreement, Licensor will use commercially reasonable efforts to make the Online Application available to User. Such use of the Online Application by User shall be as follows: (i) solely for User's use; or (ii) solely for User's use on behalf of User's company, where User has been authorized to use the Online Application on behalf of such company; or (iii) where User is an authorized value added reseller or distributor of Licensor's products (respectively "Value Added Reseller" and "Distributor"), use on behalf of an end user of the Licensor's products ("Products"), where User has been authorized to use the Online Application, on behalf of such end user. User warrants to Licensor that User (i) has entered into a valid license agreement with Licensor for the Products; or (ii) is acting on behalf of a company that has licensed the Products; or (iii) is an employee of a Value Added Reseller or Distributor, authorized and acting on behalf of an end user of the Products.

c. At its sole discretion, Licensor may change, suspend or discontinue the Online Application at any time, including the availability of any feature, function, database or content. Licensor may also impose limits on certain features, functions and services or restrict User's access to parts or the entire Online Application, without notice or liability of any kind or nature whatsoever. Licensor reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Online Application, or by sending User a notice via e-mail or postal mail or merely by posting an updated version of this Agreement. Continued use of the Online Application by User following such notification or posting constitutes User's acceptance of the terms and conditions of this Agreement, as modified.

d. Use of the Online Application may require User to open an account ("**Account**"). User must complete the registration process, as referred to in Section 5 below, by providing Licensor with current, complete and accurate information as prompted by the registration form. Any false information provided by User will, without prejudice to any other remedy available to Licensor, result in the immediate termination of User's use of the Online Application. User will also be required to choose a password and username, which will be used to access the Online Application. User acknowledges and agrees that User is and shall at all times remain entirely responsible for maintaining the confidentiality of User's username, password and account details.

e. User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Online Application, including, without limitation, modems, hardware, software and long distance or local telephone service. User shall be responsible for ensuring that such equipment or ancillary services are compatible with the

Online Application.

2. Online Application content

a. The Online Application and its contents are intended solely for the use of end users of Products and employees of a Value Added Reseller or Distributor authorized and acting on behalf of an end user.

b. All content available through the Online Application (including, but not limited to, text, graphics, images, data, technical drawings, configurations) ("**Content**") (other than Collected Data) are owned or controlled by Licensor and/or third parties and are protected by international copyright laws and other laws and treaties. User shall abide by all copyright notices, information and restrictions contained in any Content accessed through the Online Application.

c. The trademarks, logos and service marks ("**Marks**") displayed on the Online Application are the property of Licensor or other third parties. User is not permitted to use these Marks without the prior written consent of Licensor or such other third party, which may own the Mark.

d. User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivativeworks based on, distribute, perform, display, or in any way exploit, without limitation, any of the Content or application software, in whole or in part.

e. User may download or copy the Content, and other items displayed on the Online Application where necessary for use of the Online Application, provided that User maintains all copyright and other notices contained in such Content.Copying or storing of any Content for other than internal, non-commercial use is expressly prohibited without prior written permission from Licensor.

f. Licensor retains the right, from time to time and without prior notice to User, and at its sole discretion, to modify, upgrade or otherwise change the Online Application including, without limitation: (i) restricting the time of availability; (ii) restricting the scope of the Online Application; (iii) restricting the amount of access or use permitted; or (iv) restricting or terminating any User's right to access or use the Online Application or any feature, function, database, content or application.

3. Software Downloads

a. All software downloads that are made available to download via the Online Application are the copyrighted work of Licensor and/or its suppliers. User acknowledges and agrees that the downloading of software, including, without limitation, downloading updates of the Products is governed by: (i); the separate written license agreement entered into with Licensor for Products or (ii) the license agreement accompanying Products. Any use of downloaded software, including, without limitation, updates of Products, not in accordance with an applicable license agreement, or in excess of the quantity purchased, is expressly prohibited. User shall be responsiblefor ensuring that only authorized individuals have access to the Online Application and its contents, including software downloads. Any unauthorized downloading of software is expressly prohibited. In the event of a breach of the foregoing, Licensor reserves all of its rights in law or otherwise.

b. Arctera's Products, Online Application, and related data and services (collectively, "Controlled Technology") are subject to U.S. (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations ("EAR") and the U.S. Office of Foreign Assets Control ("OFAC") regulations), European Union, and other government export controls and sanctions regimes, and to the import regulations of applicable jurisdictions. Diversion contrary to U.S. or other applicable law of Controlled Technology is prohibited. User agrees to comply with all such applicable export controls and economic sanctions laws and regulations. User is prohibited from exporting or re-exporting Controlled Technology: (i) to any embargoed or sanctioned country or region, including Russia, Belarus, Cuba, Iran, North Korea, Syria, Kherson, Zaporizhzhia, the Crimea regions of Ukraine and the occupied regions in Donetsk and Luhansk Oblasts including Donetsk People's Republic (DNR), Luhansk People's Republic (LNR); (ii) to any party listed on the U.S. Commerce, U.S. Department of State, and Treasury Departments lists (e.g., Denied Persons List, Specially Designated Nationals), or other such lists published by the U.S., the

European Union, and applicable jurisdictions; (iii) to any country to which such export or re-export is restricted or prohibited, or to which an export license or other governmental approval is required, without first obtaining such license or approval; (iv) to any military entity or to any other entity for any military purpose, nor for use in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, without first obtaining any required export license or other governmental approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of U.S. or other applicable jurisdictions. More information can be found at: https://www.arctera.io/trade-compliance.

4. Restrictions on use of the Online Application

a. USER IS RESPONSIBLE FOR ALL USAGE OR ACTIVITY ON USER'S ACCOUNT, INCLUDING USE OF THE ACCOUNT BY ANY THIRD PARTY AUTHORIZED BY USER TO USE THE ACCOUNT. USER SHALL USE THE ONLINE APPLICATION AS IT IS DESIGNED AND ONLY FOR THE PURPOSE(S) SET FORTH IN THIS AGREEMENT. ANY FRAUDULENT, ABUSIVE OR OTHERWISE ILLEGAL ACTIVITY MAY BE GROUNDS FOR TERMINATION OF THE ACCOUNT AT LICENSOR'S SOLE DISCRETION. USER MAY NOT POST OR TRANSMIT, OR CAUSE TO BE POSTED OR TRANSMITTED, ANY COMMUNICATION OR SOLICITATION DESIGNED OR INTENDED TO OBTAIN PASSWORD, ACCOUNT OR PRIVATE INFORMATION FROM ANY ONLINE APPLICATION USER.

5. Registration and security

a. As part of the registration process, User may select a password and Username for the Account ("User ID"). User may not: (i) select or use as a User ID, a name of another person with the intent to impersonate that person; or (ii) use as a User ID, a name subject to any rights of a person other than User without appropriate authorization. Licensor reserves the right to refuse registration of or cancel a User ID at its sole discretion.

b. Licensor reserves the right to audit User's use of the Online Application including, without limitation, the right to use data relating to User's use of the Online Application.

c. User shall be responsible for maintaining the security of the Account and for all uses of the Account, with or without User's knowledge or consent. Users that are end users of the Product are responsible for Account management, including access to the account by employees of such end users, Value Added Resellers and Distributors. Licensor shall not be liable for any loss that User might suffer through a third party's use of the Account; however, User may be held liable for losses incurred by Licensor or another party due to a third party using User's Account. User shall immediately notify Licensor of any known or suspected unauthorized use(s) of the Account, or any known or suspected breach of security on the Online Application, including loss, theft or unauthorized disclosure of User's password. User shall be responsible for maintaining the confidentiality of User's password. User's password will be encrypted for security.

d. If a User ID is created, the User ID (including password) shall be deemed to be confidential. Licensor shall not disclose the same unless requested to do so by an authorized representative of User's company, or required to do so by a court of competent jurisdiction. For the avoidance of doubt, nothing herein will preclude Licensor terminating an individual User's access to an Account or where appropriate, transferring access to said Account to another User nominated by User's company without seeking User's consent.

e. User may not use the Online Application in any manner that could damage, disable, overburden, or impair any Licensor server, or the network(s) connected to any Licensor server, or interfere with any other party's use and enjoyment of any Online Application. User will not attempt to gain unauthorized access to any Online Application, other accounts, computer systems or networks connected to any Licensor server through hacking, password mining or any other means. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Online Application.

6. Indemnity

User hereby agrees to defend, indemnify and hold harmless Licensor, its successors and assigns, subsidiaries and affiliates and its respective employees, officers and directors, from and against all claims, suits and actions arising out of or relating to use of the Online Application by User, and User shall pay the costs of defense (including without limitation attorney fees) and the amount of any resulting adverse final judgment (or settlement to which User consents). No settlement or compromise shall be made by User that establishes any liability on the part of Licensor, except with Licensor's prior written consent and any such settlement or compromise shall include an unconditional release of Licensor from all liability arising out of such action.

7. Disclaimers

UNDER NO CIRCUMSTANCES SHALL LICENSOR , ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE AS A RESULT OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR USER'S USE OF THE ONLINE APPLICATION FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, OR LOSS OF OTHER ECONOMIC ADVANTAGE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIM IS BROUGHT. THE PARTIES AGREE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

THE ONLINE APPLICATION IS PROVIDED ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL CONDITIONS, WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY AND ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OR ABSENCE OF VIRUSES. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES THAT: (i) THE USE OF THE ONLINE APPLICATION WILL BE UNINTERRUPTED, TIMELY, ERROR FREE OR SECURE; OR (ii) LICENSOR SHALL CONTINUE TO OPERATE THE ONLINE APPLICATION IN ITS CURRENT FORM OR AT ALL.

USER ACKNOWLEDGES AND AGREES THAT USE OF THIS ONLINE APPLICATION, INCLUDING ALL CONTENT, DATA, UPDATES OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE ONLINE APPLICATION, IS AT USER'S SOLE RISK. USER FURTHER ACKNOWLEDGES AND AGREES THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S BUSINESS, COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA, UPDATES AND/OR SOFTWARE.

8. Communications between Licensor and User

a. From time to time, and in accordance with applicable law, Licensor may send to User's e-mail address, information about changes or additions to the Online Application, or about any Licensor related products or services, such communication being subject to Licensor Privacy Notice, a copy of which can be accessed on the Licensor's website https://www.Arctera.io/privacy

b. User acknowledges and agrees that Licensor may, in providing the Online Application to User and/or User's company, may share User's contact information to employees or administrators of User's company for thepurposes of managing the User's company account and/or entitlements.

c. User may from time to time provide comments, suggestions, or enhancement requests ("**Feedback**") to Arctera. By providing such Feedback, User grants to Arctera, under User's intellectual property rights, a worldwide, perpetual, royalty-free, irrevocable, and non-exclusive license, with the right to sublicense to Arctera's licensees and customers, to use, make or have made, disclose, or distribute the Feedback in its products and services or any other manner Arctera chooses, without reference or obligation to User.

9. Termination

Either party may terminate the use or access to the Online Application at any time by notifying the other party in accordance with the notification requirements set forth in the Miscellaneous section below. Licensor also may terminate or suspend any and all access to the Online Application immediately, without prior notice or liability, if User materially breaches any of the terms or conditions of this Agreement. Upon termination of User's Account, User's right to use the Online Application and any Content immediately will cease. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, disclaimers, limitations of liability.

10. Data Protection

In connection with Users use of the Online Application, Arctera and Arctera's licensors, subcontractors, or agents on Arctera's behalf may collect, retain, disclose and use certain information including but not limited to personal data about You, Your devices or systems or Your software usage ("Collected Data"). To the extent applicable, Collected Data is deemed confidential information subject to the confidentiality provisions of the terms and conditions governing the use of the Arctera Product from which the Collected Data is collected. Arctera use(s) such Collected Data to enable, optimize and provide the Online Application and/or maintenance/support to User (and may engage third parties to do so as well) and to improve Arctera's products and services. Please refer to Arctera's Product Privacy Notices at https://www.arctera.io/privacy in order to understand how Collected Data is processed. Please note that the use of the Online Application may be subject to data protection laws or regulations in certain jurisdictions ("Privacy Laws"). User is responsible for ensuring that Your use of the Online Application, the processing and transfer of such Collected Data is in accordance with such Privacy Laws. User acknowledges that the Collected Data will be processed and accessible on a global basis by Arctera, its Affiliates agents and subcontractors. Arctera shall take appropriate technical and organizational measures against unauthorized or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Arctera may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process. Where User's processing of the personal data provided to Arctera under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy, Arctera shall process such personal data in accordance with the Data Processing Terms and Conditions at https://www.arctera.io/privacy.

11. Usage Data

The following may apply to Collected Data that is Arctera Product usage data "Usage Data"; (a) Usage Data presented in the Online Application is for reference purposes only, User's actual Product entitlement is as reflected in the entitlement details page of the VEMS (Licensing) application (b) Usage Data may be requested by Licensor in connection with an audit conducted in accordance with the terms of the applicable agreement(s) between User and Licensor ("Audit"). In the event of a conflict between the Usage Data presented in the Online Application and the results of an Audit, the results of the Audit will control.

12. Miscellaneous

a. The failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further rights hereunder. Licensor shall not be liable for any failure to perform its obligations under this Agreement where such failure results from any cause beyond Licensor's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

b. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by User except with Licensor's prior written consent.

c. Use of the Online Application and this Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to the conflict of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the California state and U.S. federal courts having within their jurisdiction the location of Licensor's principal place of business.

d. This Agreement is the complete and exclusive statement of the agreement between the parties regardingthe subject matter hereof and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to such subject matter.

e. No agency, partnership, joint venture or employment is created as a result of this Agreement and User doesnot have any authority of any kind to bind Licensor in any respect whatsoever.

f. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is confirmed electronically, if transmitted by facsimile or e-mail or upon receipt, if sent by certified or registered mail. If sending to Licensor, send to Arctera US LLC, 6200 Stoneridge Mall Road, Suite 150, Pleasanton, CA 94588.

g. Licensor may provide links to other World Wide Web sites or resources. Licensor does not control these sites and resources; accordingly Licensor shall not be responsible for their availability, content or delivery of any services. Access to such other World Wide Web sites or resources is at User's risk, Licensor provides the links to other World Wide Web sites or resources merely as a convenience and the inclusion of such links does not imply an endorsement.

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