

License Agreement

July 2024

This LICENSE AGREEMENT is between 101OBEX and You who is accessing and otherwise using the Program and the Program Documentation.

Once 101OBEX receives Your Program order, You agree to follow and be bound by the following terms and conditions concerning Your access and access and / of the Program ("this Agreement").

101OBEX may revise this Agreement at any time without notice to You. You can review the most current terms of this Agreement at legal.101obex.com/terms.

1. DEFINITIONS

101OBEX: Is 101OBEX, CORP., with headquarters at 440 N Wolfe RD, 94085 Sunnyvale, California.

101OBEX Communication: Are the Program Documentation, Program order, readme, notice files or any other form of communication 101OBEX establishes with You.

API: Stands for Application Programming Interface and allows two applications to access data, interact and communicate with each other using requests and responses.

Commencement Date: It is the date 101OBEX receives Your payment of the Fee for the Program.

Fees: Are the applicable fees for the Program and/or Technical Support, if and as applicable plus any applicable Taxes. The Fees for the Program are stated at pricing.avapcloud.com. All Fees are final.

Program: Refers to the software owned or distributed by 101OBEX that You have ordered, accompanied by its Program Documentation and corresponding updates provided by 101OBEX. It is not part of the Program any previous version of the Program You have ordered. It is an API lifecycle management program delivered as a service. It allows You build applications better, faster, and securely. The control is hosted in the cloud by 101OBEX and You can choose to either host the data in your preferred network environment or let 101OBEX manage it for You in the cloud. 101OBEX applies traffic control policies across all Your services using 101OBEX enterprise and community plugins.

Program Documentation: Refers to Program access and user and installation manuals, if any. If available, Program Documentation may be delivered with the Programs and/or may be accessed at documentation101obex.com.

Taxes: Mean all government-imposed taxes, except for taxes based on 101's net income, net worth, asset value, property value, or employment.

Technical Support: Means the then-current technical support service provided by 101OBEX under the Technical Support guidelines, which can be found tsguidelines.101obex.com.

Trademark Guidelines: Can be found at tmguidelines.101obex.com.

You: Refers to: (i) a company or organization (each an "Entity") accessing the Program, if access and/or use of the Program will be on behalf of such Entity; or (b) an individual accessing the Program, if access and use of the Program will not be on behalf of an Entity. A natural person who is not of the age of majority according to the applicable law is not eligible to order the Program, and 101OBEX expressly requires that no information in relation to such person be submitted to it.

2. OWNERSHIP

101OBEX or its licensors retain all ownership and intellectual property rights to the Program.

3. RIGHTS GRANTED

3.1 Once 101OBEX receives confirmation of Your payment for the Program Fees, You are granted a paid, non-exclusive, non-assignable, non-sublicensable, non-transferable, temporal and limited right to access and access and use the Program solely for Your internal business operations, which means You cannot sublicense, rent, lease, loan, sell or resell it, and subject to the terms of this Agreement, the definitions and rules set forth in the order and in the Program Documentation.

3.2 You shall rely in the Program Documentation for any troubleshooting, and if You require personalized assistance, You may purchase 101OBEX Technical Support if and when it is available in accordance with 101OBEX's then current Technical Support guidelines.

3.3 101OBEX may make commercially reasonable updates to the Program from time to time, and You shall become aware of any material change that has a material impact on Your access and use of the Program via the 101OBEX Communication. The communicated changes will become effective within 30 days from the sending of the 101OBEX Communication, and it will be Your responsibility to apply such changes, including any necessary operating system, software and/or hardware update, for the correct access and use of the Program.

3.4 101OBEX may make changes to this Agreement and pricing from time to time. Unless otherwise noted by 101OBEX, material changes to the Agreement will become effective 30 days after they are posted, except to the extent the changes need to be effective immediately, in which case You will be notified via 101OBEX Communication.

3.4.1 If You do not agree to the revised Agreement, You may stop using the Program. You may also terminate this Agreement for convenience under Section 13.3. Your continued access and use of the Program after such modifications or updates shall constitute Your consent to such.

3.5 You may allow Your employees, agents, contractors and outsourcers to access and use the Service and You are responsible for their compliance with this Agreement.

4. RESERVATION OF RIGHTS

4.1 The Program is intellectual property and copyrighted work of 101OBEX. All rights, title and interest not expressly granted with respect to the Program are reserved. The Program is provided on an "As Is" and "As Available" basis.

4.2 101OBEX responds to notices of alleged copyright infringement and terminates the accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act.

5. YOUR ORDER

5.1 Once 101OBEX receives Your payment confirmation of the Fee, You will be able to access the Program. You are responsible for Your access of the Program, which might be accompanied by the Program Documentation.

6. SECURITY AND PASSWORDS

6.1 You are responsible for any consents and notices required to permit Your access and use of the Program and 101OBEX's accessing, storing, and processing of data provided by You under the Agreement.

6.2 You agree not to: (i) access or access and use 101OBEX webpages in any manner that could damage, disable, overburden, or impair the Program or any 101OBEX business, services, programs accounts, computer systems or networks; (ii) attempt to gain unauthorized access to any parts of 101OBEX webpages; (iii) interfere or attempt to interfere with the proper working of 101OBEX webpages; (iv) use any robot, spider, scraper or other automated means to access 101OBEX webpages without 101OBEX's express written permission.

6.3 If You are required to open an account in any 101OBEX webpages, You must complete the registration process by providing 101OBEX with Your current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and an username. The use of the protected password or the secure areas of 101OBEX webpages are restricted to authorized access and users only. You agree not to share your password(s), account information, or access to the 101OBEX webpages with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and all activities that occur through the use of your password(s) or account(s) or as a result of Your access to 101OBEX webpages. You agree to notify 101OBEX immediately about any use of your password(s) or account(s) that You did not authorize or that is not authorized by this Agreement.

7. PAYMENT TERMS

7.1 Once You complete Your order providing Your credit or debit card details, 101OBEX will charge it the corresponding Program Fee, and the Technical Support Fee if You have chosen that

additional service. Once the Fee payment is completed, You will receive the corresponding invoice and proof of payment in Your 101OBEX account. Unless otherwise stated in Your account or other Program' Documentation, at the end of each billing cycle – as contracted by You and stated in Your 101OBEX account, the Program license will automatically renew for the following billing cycle at the same Fee initially contracted. In case You want to increase or decrease the use of the Program initially contracted, You have to notify 101OBEX in writing. Any necessary billing adjustment will be processed in the following billing cycle.

7.2 If 101OBEX is obligated to collect or pay any Taxes, the Taxes will be invoiced to You and You will pay such Taxes as indicated in the invoice. You shall provide any applicable tax identification information that 101OBEX may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. You will be liable to pay (or reimburse 101OBEX for) any taxes, interest, penalties, or fines arising out of any mis-declaration by You.

7.3 Any payment disputes must be submitted in good faith before the payment due date. If 101OBEX, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to 101OBEX, it will issue a credit in Your following billing cycle invoice. Nothing in this Agreement obligates 101OBEX to extend credit to any party.

7.4 You will be responsible for all reasonable expenses (including attorneys' fees) incurred by 101OBEX in collecting any delinquent amounts.

8. PRIVATE DATA

Please refer to our Privacy Policy at legal.101obex.com/privacypolicy to all data protections provisions.

9. TECHNICAL SUPPORT

9.1 Subject to payment of applicable Technical Support Fees, 101OBEX shall provide Technical Support to the Service during the Term in accordance with the Technical Support guidelines. Certain Technical Support levels include a minimum recurring Fee as described at the Technical Support guidelines.

9.2 In case of an early termination of this Agreement, Technical Support shall also terminate.

10. SUSPENSION OF PROGRAM USE

10.1 Apart from other reasons to suspend Your access to the Program described in this Agreement, 101OBEX may suspend all or part of Your access to the Program if: (i) 101OBEX reasonably believes the suspension is needed to protect the Program, 101OBEX's infrastructure supporting the Program, or any other customer of the Program, or to comply with any applicable law; (ii) 101OBEX suspects any unauthorized third-party access to the Program; (iii) You are in breach of this Agreement, in which case You will be granted the 30-day cure period detailed in Section 13.2.

10.2 101OBEX shall lift such suspension when the circumstances giving rise to the suspension have been resolved. 101OBEX may, unless prohibited by applicable law, notify You of the basis for the suspension upon written request.

11. DISCONTINUATION OF THE PROGRAM

101OBEX will notify You at least 12 months before discontinuing the Program (or associated material functionality) unless 101OBEX replaces such discontinued Program or functionality with a materially similar Program or functionality. Nothing in this Section (Discontinuation of the Program) limits 101OBEX's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden.

12. TERRITORY AND EXPORT

12.1. The Program shall be accessed and used in the country/countries specified in Your order.

12.2 Export laws and regulations of the United States apply to the Program. You agree that such export laws govern Your access and use of the Program (including technical data) and that You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations).

13. TERM AND TERMINATION

13.1 Unless unenforceable by the applicable law, this Agreement is valid from the Commencement Date and shall expire once You the corresponding Fee is not received by 101OBEX for Your access of the Program.

13.2 101OBEX may early terminate this Agreement if: (i) You fail to cure any breach within 30 days after receipt of written notice of the breach, including any Fee payment, if any, breach; (ii) You have violated or used 101OBEX to violate any Anti-Bribery Laws or Export Control Laws; (iii) Your continued access and use of the Program would violate applicable law(s); or (iv) if You fails to comply with any of Your warranties.

13.3 Any Party may terminate this Agreement for its convenience at any time with 30 days' prior written notice to its counterparty.

13.4 You may stop using the Program at any time, however, Your Fee payment obligation will terminate upon the completion of the 30 days of Your prior written notice sent to 101OBEX.

13.5 When this Agreement is terminated, all rights and access to the Program by You and personal data by 101OBEX will terminate, and any Fees owed by You to 101OBEX are immediately due upon Your receipt of the final electronic bill or as stated in the final invoice. In case You have purchased Technical Support, this provision shall also terminate.

13.6 Provisions that survive termination or expiration are those relating to limitation of liability, indemnity, term, miscellaneous, payment (if any) and others which by their nature are intended to survive.

14. PUBLICITY

You may state publicly that it is a 101OBEX customer and display 101OBEX logo in accordance with 101OBEX Trademark Guidelines. 101OBEX may use Your name and/or logo in online or offline promotional materials of the Program.

15. NONDISCLOSURE

15.1 As a consequence of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the terms of this Agreement and all information clearly identified as confidential at the time of disclosure.

15.2 Both parties agree to disclose only information that is required for the performance of obligations under this Agreement solely to their employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than what You agree to under this Agreement.

15.3 Nothing shall prevent either party from disclosing Confidential Information in any legal proceeding arising from or in connection with this Agreement as well as to a governmental entity as required by law.

15.4 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is, as shown by written records, independently developed by the other party.

16. AUDIT RIGHTS

Upon 45 days written notice provided by 101OBEX Communication, 101OBEX may audit Your access and/or use of the Program. You agree to cooperate with 101OBEX's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. If the audit report confirms You are not in compliance with this Agreement, 101OBEX can immediately terminate Your Program license and Technical Support if any. You agree that 101OBEX shall not be responsible for any of Your costs incurred in cooperating with the audit.

17. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

17.1 You warrant that You: (i) have the right and authority to enter into this Agreement; (ii) have read and understood this Agreement; (iii) comply with all United States and applicable export control, economic sanctions and Anti-Bribery laws and regulations that govern Your access and use of the Program; (iv) will not access the Program for any purpose that is unlawful or prohibited by the applicable laws; (v) will not permit the reverse engineering, disassembly, decompilation, translation or otherwise attempt to extract any or all of the source code of the Program (except as allowed by law); (vi) will not disrupt, or impair the use of the Program or its infrastructure, neither will disable, interfere with or circumvent any aspect of them; (vii) will not engage in cryptocurrency mining without 101OBEX prior written approval; or (viii) will not and will not allow any third-party to: (a) copy, modify, or create a derivative work of the Program; or (b) rent, lease, loan, sell, resell, sublicense, transfer, or distribute the Program.

17.2 You further warrant that no data, information, product and/or materials resulting from the use of the Program (or direct product thereof) will be exported, directly or indirectly, in violation of United States export laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17.3 Additionally, You that You will never access the Program in a manner that: (i) will lead to defamatory, derogatory, degrading or harassing of third-party or constitutes a personal attack; (ii) invades third-party's privacy or includes, copies or transmits third-party's confidential, sensitive or personal information; (iii) promotes bigotry, racism, hatred or harm against any group or individual; (iv) is obscene or not in good taste; (v) violates, infringes or promotes the violation or infringement of third-party's rights, including intellectual property rights; (vi) violates or promotes the violation of any applicable laws or regulations, including child sexual exploitation, or terrorism or violence that can cause death, serious harm, or injury to individuals or groups of individuals; (vii) access and uses materials, promotes, or supports activities that are subject to the International Traffic in Arms Regulations maintained by the United States Department of State; (viii) is invasive, infringing, or has fraudulent purposes, including Non-consensual Explicit Imagery (NCEI); (ix) spread any viruses, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature or that are designed to limit or harm the functionality of a computer; (x) will generate phishing, or create a pyramid scheme.

17.4 You finally warranty that 101OBEX's exercise of the rights granted pursuant to this Agreement will not infringe or otherwise violate any third-party rights.

17.5 In any case, 101OBEX may report You to the relevant authorities and shall act under the fullest extent of applicable laws.

17.6 101OBEX warrants that the Program licensed to You will operate in all material respects as described in the applicable Program Documentation for the term contracted upon the relevant Fee payment.

17.7 101OBEX warrants that Technical Support ordered and paid for will be provided in a professional manner consistent with industry standards.

17.8 101OBEX DOES NOT GUARANTEE THAT THE PROGRAM WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

17.9 ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF 101OBEX WEBPAGES IS MADE AT YOUR OWN DISCRETION AND RISK. 101OBEX SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE PROGRAM.

17.10 101OBEX RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF THE PROGRAM AND CONTENT PROVIDED ON OR THROUGH 101OBEX WEBPAGES AT ANY TIME WITHOUT NOTICE.

17.11 No warranty will apply to Program which has been: (i) modified, altered or adapted without 101OBEX's written consent; (ii) maltreated or used in a manner other than in accordance with the relevant Program Documentation; (iii) relocated, to the extent that problems are attributable to such relocation; (iv) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (v) used by parties appearing on the then-current U.S. export exclusion list; (vi) used in countries subject to U.S. trade embargo or restrictions; (vii) used remotely to facilitate any activities for parties or in the countries subject to U.S. trade embargo or restrictions; (viii) to support or facilitate any terrorism group or activity; or (ix) ordered from any entity other than 101OBEX or an Authorized Distributor.

17.12 For the previous warranties be valid, You must notify 101OBEX of any Program or Technical Support deficiencies as soon as reasonable possible.

18. INDEMNIFICATION

18.1 You agree to indemnify and hold harmless 101OBEX, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of: (i) content that You upload, share, post, publish, transmit, or otherwise make available using the Program; (ii) Your violation of this Agreement or any additional rules, guidelines or terms posted in the 101OBEX Communication, (iii) Your violation or infringement of any third party rights, including intellectual property rights.

18.2 In case You receive a claim against Yourself in relation to an alleged third-party rights infringement due to the use of the Program, or if such claim is made against 101OBEX, You, no later than 30 days a (or sooner if required by applicable law), must notify 101OBEX in writing, providing all the information received and granting 101OBEX the necessary authority and assistance 101OBEX needs to defend itself against or settle the claim. 101OBEX must have total and sole control of the defense and any settlement negotiations.

18.3 If it is finally decided that You infringed such third-party rights, You shall reimburse 101OBEX of all costs and expenses incurred during the negotiation and settlement processes within 30 days from the receipt of the relevant written notification.

18.4 This section provides the parties' exclusive remedy for any infringement claims or damages.

18.5 FOR ANY BREACH OF THE WARRANTIES, YOUR EXCLUSIVE REMEDY AND 101OBEX'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF 101OBEX CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND BE REIMBURSED OF THE FEES PAID FOR THE FUTURE USE OF THE PROGRAM, IF APPLICABLE. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT IS REQUIRED BY LAW, 101OBEX'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO USD 1,000.

18.6 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, SAVINGS, GOODWILL, OR DATA.

19. UNLIMITED LIABILITIES

Nothing in the Agreement excludes or limits either party's liability for: (i) its fraud or fraudulent misrepresentation; (ii) its infringement of the other party's intellectual property rights; or (iii) its payment obligations (if any) under this Agreement.

20. FORCE MAJEURE

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

21. ENTIRE AGREEMENT

21.1 You agree that this Agreement and the information which is incorporated herein (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Program ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Program.

21.2 In the event of any inconsistencies between the terms of an order and this Agreement, this Agreement shall prevail.

21.3 This Agreement and orders may not be modified, altered or waived, except in a written agreement signed or accepted online through the 101OBEX webpage by authorized representatives of You and of 101OBEX.

22. NOTICES

22.1 Any notice required under this Agreement shall be provided to the other party in writing.

22.2 If You have a dispute with 101OBEX or if You wish to provide a notice to 101OBEX, You may write to: 101OBEX, CORP., 440 N Wolfe RD, 94085 Sunnyvale, California. Attention: CEO.

22.3 In case You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to 101OBEX OBEX.

22.4 Notifications shall be deemed to have been received when the addressee has reliably received the notification. You are responsible for keeping Your notification physical address and email address updated informed in Your 101OBEX account throughout the Term.

23. GOVERNING LAW AND JURISDICTION

23.1 For U.S. Federal Government Entities. If You are a U.S. federal government entity, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW, (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

23.2 For All Other Entities. If You are any entity not identified in: (i) Section 14.12(a) (U.S. Governing Law for U.S. City, County, and State Government Entities) or; (ii) U.S. Governing Law for Federal Government Entities, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

23.3 You agree not to initiate any class-action lawsuits against 101OBEX in relation to this Agreement and to compensate 101OBEX for any legal fees, cost or attorney fees should any claim brought by You against 101OBEX be denied, in part or in full.

23.4 Except for actions for breach of 101OBEX's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

24. MISCELLANEOUS

24.1 Assignment. You may not assign this Agreement or give or transfer the Program or an interest in it to another individual or entity.

24.2 Independence of the parties. 101OBEX is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between them. Each party will be responsible for paying its own taxes and employees, including applicable insurance(s).

24.3 Severability. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

24.4 Waiver. The failure of 101OBEX to exercise or enforce any rights or provisions in this Agreement shall not constitute a waiver of such right or provision.

24.5 Subcontracting. 101OBEX may subcontract obligations under this Agreement but will remain liable to You for any subcontracted obligations.