

End User License Agreement (EULA) WURFL Microservice for AWS

Effective as of 13 December 2024

License Terms and Conditions

This License Terms and Conditions (the “Agreement”) governs your use of the Software (defined below) on and through the Amazon Web Services, Inc.’s (“AWS”) service offerings (the “Service Offerings”). ScientiaMobile, Inc. (“ScientiaMobile”) offers access to and use of the Software through the AWS’ Service Offerings subject to the terms and conditions set forth below and you or the entity you represent (“you” and “your”) agree to all such terms and conditions with when you elect to purchase access to and use of the Software through the AWS’ Service Offerings. You represent to ScientiaMobile that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to ScientiaMobile that you have legal authority to bind that entity. You understand and agree that your use of the Software is contingent upon you agreeing to all agreements between you and AWS regarding its Service Offerings, and in the event of any conflict between the terms and conditions of this Agreement and the terms of any agreement between you and AWS regarding its Service Offerings (as defined in such agreement), the terms and conditions of your agreement with AWS shall control and to the extent necessary to resolve any dispute between you and ScientiaMobile such terms and conditions shall be deemed a part of this Agreement. We may update the terms and conditions of this Agreement from time to time in our discretion, and the version of this Agreement in effect on the date you provision each instance of the WURFL Microservice shall be the Agreement that governs your license and use of such WURFL Microservice. If you elect to provision an additional WURFL Microservice you agree that it is your obligation to ensure the then-current Agreement is acceptable to you.

1 Definitions.

The following terms, when capitalized and used in this Agreement, shall have the following meanings:

- 1.1 “AWS Marketplace” means AWS’ marketplace platform through which AWS permits you to sign up to access and use the Software and to pay for doing so.
- 1.2 “Documentation” means the most current version of the documentation for the Software.
- 1.3 “Platform” means only those of the Java, .Net, PHP, Go (golang) or Node.js platforms. You select the applicable Platform at the inception of your use of the Software by programming Your Service to use that Platform. You agree to only use the Platform APIs associated with the Platform you have selected, unless you have selected a product that allows the use of multiple Platforms APIs.
- 1.4 “Platform APIs” means the software and APIs for the particular Platform you select that you receive for use in connection with the WURFL Microservice.

- 1.5 “Software” means the WURFL Microservice and the Platform APIs, including for clarity all associated databases and the data contained therein, as well as the data structures of such databases. You understand and agree that there are other versions of software branded WURFL that may differ from Software, including by containing additional features and functionality.
- 1.6 “Your Service” means the online service or website operated using AWS’ Service Offerings in connection with which you license the Software.
- 1.7 “WURFL Microservice” means the hosted version of WURFL available through AWS Marketplace that is packaged as a “Amazon Machine Image” for installation solely on the AWS Service Offering known as EC2 (or its successor).

2 License and Retention of Rights.

- 2.1 License. You are granted the non-exclusive, non-transferrable, non-assignable, limited right to access and use the Software during the Term solely in connection with the Platform solely to support Your Service. You agree that the WURFL Microservice may be installed solely on a server made available through the AWS Service Offering known as EC2 (or its successor). You understand and agree that your use of the Software is provided on a flat-fee annual license basis. Upon payment of the annual license fee, you are granted the right to access and use the Software for the specified Term. Usage is not metered, and the flat fee covers the capabilities included in this public offering. Please note that additional features or custom configurations may require a private licensing arrangement (also known as AWS Private Offer) with ScientiaMobile, as described below. You may engage subcontractors to implement your access and use of the Software on your behalf subject to you requiring that, prior to accessing the Software, each such subcontractor agrees in writing to employ their access to the Software solely for your benefit to support Your Service.
- 2.2 Retention of Rights. Your rights to use the Software are solely as specified in this Agreement, and ScientiaMobile retains all rights in and to the Software and Documentation not expressly granted to you under this Agreement. Nothing in this Agreement constitutes a waiver of ScientiaMobile’s rights under U.S. Copyright law or any other federal or state law. ScientiaMobile shall at all times retain all ownership in and to the Software and Documentation, including the concepts and technology inherent in such Software and Documentation, including to any upgrades. The Software shall at all times remain the sole and exclusive property of ScientiaMobile. Nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to you any right (other than the express limited license herein), title or interest in and to the trademarks, service marks, copyrights, patents or proprietary or trade secrets of ScientiaMobile or any ownership rights in or to the Software or Documentation.
- 2.3 ScientiaMobile offers customers the ability to negotiate private licensing arrangements outside of this public flat-fee offering. Private licenses can include tailored pricing, enhanced features, or additional customization options. If your organization requires adjustments to this Agreement, please contact ScientiaMobile

directly to discuss a private licensing arrangement that better suits your needs.

3 Prohibited Uses.

You shall not (and any such prohibited use shall constitute a breach of this Agreement and an infringement of the Software and/or Documentation):

- (a) Sublicense, lend, lease, rent, resell use, distribute, assign or otherwise transfer the Software or any other rights licensed hereunder, including by using the Software to provide to third parties a content management, publishing, developer, ad network, or similar platform where such platform offers the benefits of the WURFL Microservice in support of a third-party's online service, website or other internet-enabled product;
- (b) use the Software to create, improve or otherwise "train" a device detection API;
- (c) use the Software to collect and aggregate the data returned from the Software in a database that could be used to replicate the functionality of the Software or otherwise reverse engineer the Software or its associated database;
- (d) make any calls to any API for the Software that are intended for a software platform other than the Platform (even if otherwise supported);
- (e) Install the WURFL Microservice on any computer other than a server owned and operated by AWS and made available to you through AWS Service Offering known as EC2 (or its successor);
- (f) use the Software to support Your Service in a country where such use is forbidden under United States law, rule or regulation; and/or
- (g) Use the Software to support any hazardous activities or environments requiring failsafe performance (including without limitation the planning, construction, maintenance, control, or direct operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, medical device and life support machines, or weapon systems) in which the failure of the Software could lead to death, personal injury or physical and environmental damage.

4 Term and Termination.

- 4.1 Term. This Agreement shall commence on the date you pay the annual flat fee and activate your license. Unless terminated earlier as provided herein, the license will remain active for one (1) year from the activation date. Renewal of the license requires payment of the flat fee for the subsequent year. ScientiaMobile reserves the right to update terms upon renewal. Customers requiring tailored pricing or additional capabilities are encouraged to contact ScientiaMobile directly to explore private licensing options (AWS private offer). . You agree that your right to use the Software may be suspended or terminated by AWS pursuant to the terms and conditions under which you pay for your use of the Software. If the Agreement is terminated before the completion of the annual Term, no refunds will be issued. However, customers may apply for credit toward a private licensing arrangement upon approval by ScientiaMobile.
- 4.2 Material Breach. ScientiaMobile may terminate this Agreement immediately upon written notice to you using the contact information you provide to the AWS Marketplace

in the event you materially breach this Agreement and fail to cure such breach within ten (10) days following receipt of notice of such breach.

- 4.3 Survival. Notwithstanding the termination of this Agreement for any reason, all rights, obligations, and representations, which by their nature are intended to survive, shall survive and remain in effect, including Sections 2.2, 3, 6, 7 and 8.

5 Limited Warranty.

ScientiaMobile represents and warrants that the Software will materially operate in accordance with its Documentation; provided, however, that your sole remedy with respect to such representation and warranty is to report any material failure to ScientiaMobile and ScientiaMobile will use reasonable efforts to correct such material failure.

6 WARRANTY DISCLAIMER.

SCIENTIAMOBILE DOES NOT WARRANT THAT THIS SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. SCIENTIAMOBILE AND ITS LICENSORS EXCLUDE AND EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES NOT STATED HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT.

7 LIMITATION OF LIABILITY.

SCIENTIAMOBILE'S AND ITS LICENSORS' LIABILITY TO YOU AND ANYONE ELSE FOR ANY AND ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT YOU PAID UNDER THIS AGREEMENT IN THE YEAR IN WHICH SUCH LIABILITY AROSE. IN NO EVENT WILL SCIENTIAMOBILE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF SCIENTIAMOBILE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PRICING FOR THE SOFTWARE IS CONTINGENT UPON THE ALLOCATION OF RISK OFFERED UNDER THIS AGREEMENT, AND THE PARTIES INTEND THAT THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IF LAW DOES NOT PERMIT SUCH LIMITATIONS TO BE FULLY ENFORCED.

8 Miscellaneous.

8.1 United States Government Restricted Rights. The enclosed Software and Documentation are made available solely with Restricted Rights as a cloud computing product. For purposes of defining the term "you" herein, the most restrictive definition of the scope of the agency or

instrumentality will be applied to the section of the government that has licensed the Software hereunder as it is not the intent that one agency or instrumentality may license the Software for use by the entire government under this Agreement.

8.2 Governing Law. This Agreement shall be construed under the laws of the Commonwealth of Virginia, USA, without regard to its conflicts of laws principles. Any legal proceedings arising out of this Agreement shall be brought exclusively in the courts located in the Commonwealth of Virginia. This Agreement is not to be governed by the 1980 United Nations Convention on Contracts for the International Sale of

Goods, as amended, or any state adoption of the Uniform Computer Information Transactions Act, and the applicability of the foregoing is hereby expressly disclaimed by each of the parties.

8.3 Severability. If any provision of this Agreement, or the application hereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

8.4 Force Majeure. Failure on the part of either party to perform its obligations under this Agreement, if occasioned in whole or in part by any act of God, any act of the public enemy, fire, explosion, perils of sea, flood, drought, war, riots, civil insurrection, sabotage, accident, embargo, governmental priority, requisition or allocation or any action of any governmental authority, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, course or thing beyond the control of said party where such party has exercised reasonable care in the prevention of such event, shall excuse said party from its obligations and said party shall have no obligations or liability in any amount arising out of or in connection with the failure. Additionally, ScientiaMobile shall not be responsible or liable to you for any failure of any of AWS' Service Offerings, including to the extent such failure results in the Software being unavailable to you.

8.5 Entire Agreement. This Agreement and the exhibits hereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto and thereto.

8.6 No Waiver. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

8.7 Other Remedies. Any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law, and the exercise of any one remedy shall not preclude the exercise of any other. Neither the termination of this Agreement, nor the waiver of any right to terminate under this Agreement, shall limit any other remedies which ScientiaMobile may have for your default under this Agreement. ScientiaMobile shall have the right upon reasonable notice to inspect or have its representatives inspect all usage of the Software by you at all locations at which the Software is used by you to confirm your compliance with the terms of this Agreement.

8.8 The pricing of this public flat-fee offering is designed to provide comprehensive access to the

WURFL Microservice with a standard set of features. Customers seeking tailored solutions or pricing are encouraged to contact ScientiaMobile for a private licensing discussion.