

END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is entered into by and between IOTA Software Inc. (“IOTA”) and **Customer**, as defined below. IOTA and Customer agree as follows:

1. Definitions. All definitions have the meaning set forth below except to the extent set forth on an Order Document.

“**Affiliate**” or “**Affiliates**” means any company, corporation, partnership, joint venture, or other entity in which any of the Parties directly or indirectly owns, is owned by, or is under common ownership with a Party to this Agreement to the extent of at least fifty percent (50%) of its equity, voting rights or other ownership interest (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction).

“**Authorized Usage**” means the use of the Software in accordance with the applicable Order Document.

“**Customer Data**” means Customer’s images, IOTA view configurations and other vendor display configurations that are accessed by and processed in Software. IOTA does not currently cache or store any Customer asset, timeframe or time-series related data, but reserves the right to do so in the future.

“**Documentation**” means IOTA’s standard installation materials, training materials, specifications, policies and procedures, and online help documents normally made available by IOTA in connection with the Software, as modified from time to time by IOTA.

“**On-Premises Software**” means Software that is installed on hardware owned or arranged by and under the control of Customer, such as Customer-owned hardware, a private cloud or a public cloud. On-Premises Software is managed by and the full responsibility of Customer. Examples of On-Premises Software include IOTA Data Drivers, IOTA Server.

“**Order Document**” means each mutually-agreed upon ordering document used by the parties from time to time for the purchase of licenses for the Software. Customer’s purchase order will, in conjunction with the applicable proposal or quote from IOTA, constitute an Order Document subject to the terms of this Agreement. All Order Documents are incorporated by reference into this Agreement. IOTA has 10 business days after the receipt of the purchase order to notify the Customer of its non-acceptance.

“**Services**” means training, configuration, or other services as set forth in an Order Document.

“**SaaS Software**” means Software that is installed on hardware arranged by and under the control of IOTA, such as Microsoft Azure or AWS. SaaS Software is managed by and the full responsibility of IOTA Software Inc.

“**IOTA Technology**” means the Software, the Documentation, all algorithms and techniques for use with the Software created by IOTA, and all modifications, improvements, enhancements and derivative works thereof created by or for IOTA.

“**Software**” means the IOTA software applications identified on an applicable Order Document that are licensed to Customer pursuant to this Agreement. Software includes either On-Premises Software or SaaS Software.

“**Subscription License**” means a license allowing Customer to access SaaS Software, and to copy, install

and use On-Premises Software, for the period of the Subscription Term and subject to the terms and conditions set forth herein.

“Subscription Term” means the period of time specified in an Order Document during which the Subscription License is in effect.

2. Subscription License.

- a) License. IOTA grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS Software and to copy, install and use the On-Premises Software for the duration of the Subscription Term, subject to the terms and conditions of this Agreement and in accordance with applicable law. IOTA does not license the Software on a perpetual basis.
- b) Separate License Agreement. If IOTA and Customer have executed a separate License Agreement intended to govern Customer’s use of the Software, then such separate License Agreement shall constitute the complete and exclusive agreement of the parties for such use, and this Agreement shall be of no force or effect, regardless of any action by Customer personnel that would have appeared to accept the terms of this Agreement.
- c) Authorized Usage. If Authorized Usage exceeds that stipulated in the Order Document, Customer will be responsible for the cost of additional usage.
- d) Subscription Term. The Subscription Term shall begin and end as provided in the applicable Order Document, and may be renewed by mutual agreement of the parties; payment of an invoice for any party of a new term shall be deemed to renew this agreement. This Agreement will continue in effect for the Subscription Term and any subsequent renewals of all Order Documents hereunder.
- e) Limitations on Use. All use of Software must be in accordance with the relevant Documentation and applicable law. Customer may make a limited number of copies of the Software as is strictly necessary for purposes of data protection, archiving, backup, and testing. Customer will use the Software for its internal business purposes and to process information about the operations of Customer and its Affiliates, and will not, except as provided in an Order Document, directly or indirectly, use the Software to process information about or for any other company. Customer will: (i) not permit unauthorized use of the Software, (ii) not infringe or violate the intellectual property rights, privacy, or any other rights of any third party or any applicable law, (iii) ensure that each user uses a unique Authorized User ID and password, (iv) not allow resale, timesharing, rental or use of the Software in a service bureau, through a “virtual operations center”, or as a provider of outsourced services, (v) not modify, adapt, create derivative works of, reverse engineer, decompile, or disassemble the Software or IOTA Technology, (vi) not allow any user or other Customer personnel to gain or attempt to gain unauthorized access to the Software or any other IOTA system or website through use of another person’s credentials or by any other means; and (vii) not export the Software except as approved by IOTA (including in an Order Document) and as permitted by applicable law.
- f) Software Modification. IOTA may modify the Software from time to time, but such modification will not materially reduce the functionality of the Software. IOTA may contract with third parties to support the Software, so long as they are subject to obligations of confidentiality to IOTA at least as strict as IOTA’s to Customer. IOTA shall remain responsible for the performance of its contractors.

3. Support and Services.

Standard support for Customer's use of the Software is included in Customer's subscription fee. IOTA will provide support and maintenance for the Software, including all applicable updates, and web-based support assistance in accordance with IOTA's support policies as amended from time to time, as further set forth in the IOTA Service Assurance Program. Other professional services are available for additional fees and may be contracted through an Order Document.

4. Ownership.

- a) Customer Data. Customer owns all Customer Data. To the extent any Customer Data is stored on systems under the control of or provided by IOTA, Customer provides IOTA with a limited, non-exclusive license to access such data, in compliance with the terms and conditions of this Agreement and applicable law: (a) in the course of and as reasonably required to provide the Services, support, and Subscription License to the Customer; and (b) for purposes of improving the IOTA Technology, including by utilizing data analytics to develop, improve, and test the IOTA Technology.
- b) Software and IOTA Technology. IOTA retains all rights in the Software and the IOTA Technology (subject to the license granted to Customer). All new technology developed by IOTA or its vendors and service providers while working with Customer, including any that was originally based on feedback, suggestions, requests or comments from Customer or observations of the Customer's usage of Software or other IOTA Technology, shall be IOTA's sole property, and Customer shall have the right to use any such new IOTA Technology only in connection with the Software. All work product resulting from the provision of Services to Customer shall be IOTA's sole property, except to the extent provided in an Order Document.
- c) Third-Party and Open-Source Software. The Software incorporates open-source software and third-party software, and, with respect to On-Premises Software, may require access to or the installation of third-party software; where Customer installs any third party or open-source software separately from the Software, such software shall not be subject to this Agreement and shall be governed by the license terms provided with such software.

5. Fees and Payment Terms.

- a) Fees. Customer shall pay the fees as specified in the Order Document. Unless otherwise specified in the Order Document, all amounts are in US Dollars (USD).
- b) Invoicing & Payment. All payments are due within 30 days of the date of the invoice and are non-cancellable and non-refundable except as provided in this Agreement. If Customer does not pay any amount (not disputed in good faith) when due, IOTA may charge interest on the unpaid amount at the rate of 1.0% per month (or if less, the maximum rate allowed by law). If Customer does not pay an overdue amount (not disputed in good faith) within 20 days of notice of non-payment, IOTA may suspend the Software until such payment is received, but Customer will remain obligated to make all payments due under this Agreement. Customer agrees to pay IOTA's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute.
- c) Excess Usage of Software. The Software has usage limitations set forth on the Order Document. Customer shall maintain accurate records regarding Customer's actual use of the Software and shall make such information promptly available to IOTA upon request. IOTA may also monitor Customer's use of the Software.
- d) Taxes. All fees are exclusive of all taxes, including federal, state and local use, sales, property, value-

added, ad valorem and similar taxes related to this transaction, however designated (except taxes based on IOTA's net income). Unless Customer presents valid evidence of exemption, Customer agrees to pay any and all such taxes that it is obligated by law to pay. Customer will pay IOTA's invoices for such taxes whenever IOTA is required to collect such taxes from Customer.

- e) Purchase through IOTA Partner. If Customer purchased its subscription to IOTA through an accredited IOTA Partner, notwithstanding provisions of this Agreement relating to Customer's payments to IOTA, Partner will invoice Customer, or charge Customer using the credit card on file, and Customer will pay all applicable subscription fees to Partner.

6. Confidentiality. "Confidential Information" means all information and materials obtained by a party (the "Recipient") from the other party (the "Disclosing Party"), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including without limitation Customer Data, the Software, IOTA Technology, and the terms and pricing set out in this Agreement and Order Documents. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; or (d) is received from a third party without restriction and without a breach of an obligation of confidentiality. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission, except to its employees, contractors, directors, representatives, or consultants who have a need to know in connection with this Agreement or Recipient's business generally, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law, rule, regulation or court order. As long as an Order Document is active under this Agreement and for two (2) years thereafter, and at all times while Customer Data is in IOTA's possession, the confidentiality provisions of this Section shall remain in effect. Notwithstanding anything in this section, IOTA shall have a right to reference the Customer as a customer in its marketing materials and on its website, and Customer grants to IOTA a right to use its name and logo and any other trademarks of the Customer in such materials and on its website (provided that Customer may provide IOTA with a specific format for logos or trademarks so as to maintain the quality of Customer's own branding).

7. Security. IOTA will maintain and enforce commercially reasonable physical and logical security methods and procedures to (a) protect Customer Data on the SaaS Software and to secure and (b) defend the SaaS Software against "hackers" and others who may seek to access the SaaS Software without authorization. IOTA tests its systems for potential security vulnerabilities on a regular basis. IOTA will use commercially reasonable efforts to remedy any breach of security or unauthorized access. IOTA reserves the right to suspend access to the IOTA System in the event of a suspected or actual security breach. Customer will maintain and enforce commercially reasonable security methods and procedures to prevent misuse of the log-in information of its employees and other users or access to IOTA Technology. IOTA shall not be liable for any damages incurred by the

Customer or any third party in connection with any unauthorized access resulting from or arising out of the actions of Customer or its representatives or any third parties.

8. Warranties.

- a) Authority and Compliance with Laws. Each party warrants and represents that it has all requisite legal authority to enter into this Agreement and that it shall comply with all laws applicable to its performance hereunder including export laws and laws pertaining to the collection and use of personal data.
- b) Industry Standards and Documentation. IOTA warrants and represents that the Software will materially conform to the specifications as set forth in the applicable Documentation. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the Software with this limited warranty, IOTA will use commercially reasonable efforts to correct any nonconformity identified by Customer, provided Customer promptly notifies IOTA in writing outlining the specific details upon discovery, and if such efforts are unsuccessful, then Customer may terminate, and receive a refund of all pre-paid, unused fees for the period following termination for the affected Software.
- c) Voiding of Warranties and Indemnities. This limited warranty and the indemnification rights set forth below shall be void if the Software is (i) used or operated with an application or in an environment other than as set forth in the Documentation, (ii) used other than in conformation with this Agreement or the Documentation or (iii) modified, altered, or extended in any way other than by IOTA or IOTA's authorized representatives.
- d) Services. IOTA will provide all Services in a professional and workmanlike manner.
- e) Malicious Code. IOTA will exercise commercial reasonable efforts not to introduce any time bomb, virus or other harmful or malicious code designed to disrupt the use of the Software, other than IOTA's ability to disable access to the Software in the event of termination or suspension as permitted hereunder or under any Order Document or the limitation of usage in accordance with this Agreement or any Order Document.
- f) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IOTA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS STATED IN THIS SECTION, IOTA DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IOTA IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

- 9. Indemnification by IOTA.** Subject to compliance of the Customer to the terms of this Agreement and Section 10 below, IOTA shall indemnify, defend and hold Customer harmless from and against losses (including reasonable attorney fees) arising out of any third-party suit or claim alleging that Customer's authorized use of the Software in the form provided to Customer infringes any valid U.S. or European Union patent or trademark, trade secret or other proprietary right of such third party, provided that Customer (i) gives IOTA prompt written notice of such suit or claim (provided that failure to give prompt notice shall only limit the indemnification hereunder to the extent IOTA is prejudiced by such delay), (ii) grants IOTA full and sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperates with IOTA, at IOTA's expense, in its defense or

settlement of the suit or claim. IOTA may, at its option and expense, (i) replace the Software with compatible non-infringing Software, (ii) modify the Software so that it is non-infringing, (iii) procure the right for Customer to continue using the Software, or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Document and refund Customer all prepaid fees for Software applicable to the remainder of the applicable Subscription Term. IOTA shall have no obligation to Customer with respect to any infringement claim against Customer if such claim existed prior to the effective date of the applicable Order Document or such claim is based upon (i) Customer's use of the Software in a manner not expressly authorized by this Agreement, (ii) the combination, operation, or use of the Software with third party material that was not provided by IOTA, if Customer's liability would have been avoided in the absence of such combination, use, or operation, or (iii) modifications to the Software other than as authorized in writing by IOTA. THIS SECTION SETS FORTH IOTA'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION AND TO ANY CLAIM RELATING TO THE INFRINGEMENT OF THE SOFTWARE OR SERVICES.

10. LIMITATION OF LIABILITIES. In no event shall either party or their service providers, licensors contractors or suppliers be liable for any indirect, incidental, consequential, special or punitive damages of any kind, including without limitation damages for cover or loss of use, data, revenue or profits, even if such party has been advised of the possibility of such damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Damages for bodily injury or death, damages to real property or tangible personal property, and for breaches of confidentiality under Section 6, in no event shall the aggregate liability of a party, its service providers, licensors, contractors or suppliers arising under this agreement, whether in contract, tort or otherwise, exceed the total amount of fees paid by Customer to IOTA for the relevant software within the preceding twelve (12) months. With respect to any third party software, IOTA's provides to Customer the benefits of the warranties and indemnities provided to IOTA by the supplier or manufacturer of such software, and IOTA's liability under this Agreement with respect to such third party software is limited to such benefits.

11. Termination and Expiration.

- a) Termination Rights. A party may terminate any Order Document: (i) for any material breach not cured within thirty (30) days following written notice of such breach, and (ii) immediately upon written notice if the other party files for bankruptcy, becomes the subject of any bankruptcy proceeding or becomes insolvent.
- b) Termination Effects. Upon termination by Customer under Section 11(a) above, IOTA shall refund Customer all prepaid, unused fees for the Software. Upon termination by IOTA under Section 11(a) above, Customer shall promptly pay all unpaid fees and expenses due through the end of the Subscription Term of such Order Document.
- c) Access and Data. Upon expiration or termination of an Order Document, IOTA will disable access to the applicable SaaS Software, and Customer will uninstall and destroy all copies of the Software and Documentation on hardware under its control. Upon Customer request, IOTA will provide Customer with a copy of all Customer Data in IOTA's possession, in a mutually agreeable format within a mutually agreeable timeframe. Notwithstanding the foregoing: (i) IOTA may retain backup copies of Customer Data for a limited period of time in accordance with IOTA's then-current backup policy, and (ii) IOTA will destroy all Customer Data no later than 3 months after end of the Subscription Term or earlier, upon written request from Customer.

12. General.

- a) Amendment. This Agreement may be amended by agreement of the parties.
- b) Precedence. The Order Document is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Document and the terms of this Agreement, this Agreement shall govern except as to the specific Software ordered, the fees, currency and payment terms for such orders, where this Agreement specifically provides that the terms of the Order Document shall govern, or where and solely to the extent that an Order Document signed by IOTA explicitly states that it is intended to amend or modify a term of this Agreement; in each such case, the applicable Order Document shall govern over this Agreement. IOTA objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, vendor portal or website. Neither IOTA's acceptance of Customer's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Customer shall be deemed acceptance thereof or a waiver of any of the terms hereof.
- c) Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Customer shall not assign this Agreement to a direct competitor of IOTA and that if Customer's assignment results in usage outside of the terms and conditions or expectations set forth in the Order Documentation, Customer shall be responsible for any resulting increased license fees. Any assignment or attempted assignment in breach of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.
- d) Notices. All notices required under this Agreement shall be in writing and shall be delivered personally against receipt, or by registered or certified mail, return receipt requested, postage prepaid, or sent by nationally-recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with such overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid to IOTA Software Inc. at 600 Park Offices Drive, Suite 300, Durham, NC 27709, Attn: Legal and to Customer at the then-current address in IOTA's records, or to such other address as each party may designate in writing.
- e) Force Majeure. Except for payment obligations hereunder, either party shall be excused from performance of non-monetary obligations under this Agreement for such period of time as such party is prevented from performing such obligations, in whole or in part, due to causes beyond its reasonable control, including but not limited to, delays caused by the other party, acts of God, war, terrorism, criminal activity, civil disturbance, court order or other government action, third party performance or non-performance, strikes or work stoppages, provided that such party gives prompt written notice to the other party of such event.
- f) Integration. This Agreement, including all Order Documents and documents attached hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, between the parties

relating to the subject matter hereof.

- g) Not Contingent. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Software nor dependent on any oral or written public comments made by IOTA regarding future functionality or features of the Software.
- h) No Third Party Rights. No right or cause of action for any third party is created by this Agreement or any transaction under it.
- i) Non-Waiver; Invalidity. No waiver or modification of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.
- j) Governing Law and Venue. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles, and both parties hereby consent to the exclusive jurisdiction and venue of courts in Wilmington, Delaware in all disputes arising out of or relating to this Agreement except as set forth in (j) below.
- k) Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial (or, where Customer is a non- US entity purchasing for use outside of the United States, International) Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- l) Survival. Provisions of this Agreement that are intended to survive termination or expiration of this Agreement to achieve the fundamental purposes of this Agreement shall so survive, including without limitation: Ownership, Fees and Payment Terms, Confidentiality, Customer Data, Indemnification by IOTA and Limitation of Liabilities.
- m) Contract for Services. The parties intend this Agreement to be a contract for the provision of services and not a contract for the sale of goods. To the fullest extent permitted by law, the provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), the United Nations Convention on Contracts for the International Sale of Goods, and any substantially similar legislation as may be enacted, shall not apply to this Agreement.
- n) Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

Signature Page Follows

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the last date written below.

IOTA Software

Customer

Org: IOTA Software Inc.

Org: _____

Address

Address

City

City

State/
Zip Code

State/
Zip Code

By:

By:

Name:

Name

Title:

Title:

Date:

Date:
