

End User License Agreement – Flo Live Limited

This End User License Agreement (EULA) (the "**Agreement**") shall govern the terms and conditions pursuant to which Flo Live US, Inc. and/or its Affiliates ("**floLIVE**"), will allow access to and use of Software (as defined below) by the User (defined below). Any access and/or use of the Software shall be governed by this Agreement.

By accessing or using the Software, the User affirms its consent to these Terms. If a User is acting on behalf of a corporate entity or other third party, the User represents and warrants that it has the necessary authority to agree to This Agreement and to bind such corporate entity or third party to the terms set forth herein.

This Agreement is also subject to the Privacy Policy of floLIVE as can be found at www.flolive.net and as may be updated from time to time.

1. **Definitions.** The following capitalized terms, when used in this Agreement shall have the meaning ascribed to them herein below:

Affiliate means, with respect to a Party, any parent, subsidiary, corporation, firm, partnership, individual or other form of business organization which controls or is controlled by such Party. An entity or individual shall be regarded as in control of another corporation or other entity if it owns or directly or indirectly controls at least twenty five percent (25%) of the voting stock of the other corporation, or in the absence of ownership of at least twenty five percent (25%) of the voting stock of a corporation, if it possesses, directly or indirectly, the power to direct or cause the direction of the management of the corporation.

Intellectual Property Rights means intellectual property rights, whether or not patentable, including without limitation, rights in algorithms, binary code, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, copyright, data, derivative works, discoveries, documents, file layouts, formulae, ideas, improvements, information, innovations, inventions, know-how, registered designs, trademarks, tradenames, trade dresses, materials, methods, moral rights, object code, Internet domain names, Internet and World Wide Web URLs or addresses original works of authorship, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, research data, research results, research records, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, technical information, utility models, and any rights analogous to the foregoing.

Software means floLIVE's Packet Gateway as a service, as licensed hereunder by floLIVE or any Affiliate of floLIVE.

User means a physical person or legal entity that has acquired a license to the Software as set forth in this Agreement.

2. License.

- 2.1. Subject to the terms and conditions of this Agreement, floLIVE hereby grants to the User a non-exclusive, limited, non-transferable, non-sublicensable, revocable, license to access and use the Software, for the purpose of allowing IoT devices roaming in a territory outside the US to route user-plane data locally instead of sending it back to the home operator's network.
- 2.2. While using the Software, the User shall be responsible for compliance with any applicable laws and regulations, in any applicable jurisdiction, and will hold all rights, authorizations and licenses required under such applicable laws, with respect to any use case made by the User while using the Software, including without limitation, with respect to personal data protection and privacy laws and regulations. The User shall not use the Software in any unauthorized, illegal, abusive or fraudulent manner, nor enable any fraudulent use.

End User License Agreement – Flo Live Limited

- 2.3. User shall not, nor permit others to: (a) use, copy, modify, create derivative works from or distribute the Software, any part thereof, or any copy, adaptation, transcription, or merged portion thereof, in any way other than as permitted herein; (b) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software; (c) transfer, loan, lease, assign, rent, sublicense, monetize or make the functionality of the Software available to any third party other than as permitted under this Agreement; or (c) remove any copyright, proprietary or similar notices from the Software or any documentation thereof (or any copies thereof).
3. **Representations of User.** The User warrants and represents to floLIVE that (i) it has the right, full power and lawful authority to accept this Agreement for the purposes herein and to carry out its obligations hereunder, and it has all requisite consents, licenses and authorizations required in order to use the Software (ii) it will use the Software only within the scope of the rights and authorization hereunder, (iii) it will not use the Software in violation of applicable law, rule or regulation, (iv) it will not use or continue the use of the Software, alone or in combination with other materials, in a manner that would, constitute infringement of a third party's intellectual property rights.
4. **Intellectual Property Rights Ownership.** User acknowledges and agrees that floLIVE owns all right, title and interest in and to the Software and anything deriving thereof, including without limitation all Intellectual Property Rights embodied therein and/or deriving therefrom. This Agreement do not transfer ownership of the Software, the Intellectual Property embodied therein or any part thereof.
5. **Confidentiality.** Information provided by floLIVE or is included in the Software, shall be deemed confidential information, and shall be kept in strict confidence. The User may not disclose any such information to any third party except if it is compelled to do so pursuant to a valid court order, in which case, the User shall promptly notify floLIVE prior to disclosure.
6. **Data Collection and Use.** Data collection, retention, storage, transfer and backup in connection with the usage of the Software, is the sole responsibility of the User, and floLIVE disclaims any responsibility and/or liability thereof.
7. **Warranty.** The software is provided by the floLIVE "as is" and "as available", without any warranty, whether express or implied, as to its performance, operability, use or fitness for a particular purpose.
8. **Limitation of liability.** To the maximum extent permissible according to applicable law, in no event and under no circumstances shall floLIVE or any of its Affiliates be liable to the User, anyone on its behalf or any third party, for any damage, including direct, indirect, incidental, special, punitive or consequential damage of any kind or nature whatsoever, in connection with, arising out of or related to this Agreement and/or the use of the Software. Without derogating from the foregoing, if, notwithstanding the foregoing, floLIVE is found to be liable for any party in connection with this Agreement and/or the Software, the aggregate cumulative liability of floLIVE, any of its Affiliates or anyone on its behalf, for any cause whatsoever, shall not exceed US\$100.00.
9. **Support.** support shall be provided to the User as set forth in the SLA as can be found at and as may be updated from time to time. Subject to the foregoing, floLIVE does not undertake, represent or guarantee that the Software shall perform in a fully uninterrupted or fault free manner. floLIVE shall provide maintenance and support within the boundaries of its technical and operational capabilities.
10. **General Provisions.** (a) Amendment. This Agreement may be updated from time to time by floLIVE, in its sole discretion, which shall govern the use of the Software. (b) No Waiver. No delay or failure of any party to exercise any right provided herein shall in any way deem to constitute a waiver. No waiver shall be effective unless in writing signed by the waiving party. (c) Severability. If any provision of This Agreement is declared invalid by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of these Terms. Or, if no adjustment can be made, the provision shall be deleted as though never included in this Agreement and its remaining provisions shall remain in full force and effect. (d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to the provisions of conflict of laws. Any dispute arising out of or in connection with This Agreement shall be finally settled by arbitration to be conducted under the Delaware Rapid Arbitration Act ("DRAA") by one arbitrator appointed in accordance with the said DRAA. The arbitration shall be conducted in Wilmington,

End User License Agreement – Flo Live Limited

Delaware. (e) Assignment. No User may assign usage of or access to the Software without the prior written consent of floLIVE.
