

## Yobitel Communications Limited Container Images End User License Agreement

The following terms and conditions apply to the Yobitel Communications Container applications END USER LICENSE AGREEMENT for Yobitel Communications Limited. THIS SOFTWARE CONTAINS TECHNOLOGIES COVERED.

This end user license agreement ("EULA") is a legal agreement between an individual or company ("you") and Yobitel Communications Ltd., 3, DUNSTAN ROAD, TUNBRIDGE WELLS, United Kingdom TN4 9AF with number Reg.No:10592947 ("Yobitel Communications") for the software product named above, including all files, documentation, and other accompanying materials. By subscribing, downloading, installing, or using the software product identified above, or its accompanying documentation and support materials (collectively, "Software"), you are consenting to be bound by and become a party to this agreement as the "Licensee". If you do not agree to the terms and conditions of this agreement, you may not subscribe, download, install, or use the software, and you do not become a licensee under this agreement. This Agreement governs the use of the Software made available to you by Yobitel Communications through the Amazon Marketplace as Container Image. This agreement is effective as of the date you purchase a subscription for the Container images ("Effective Date"). All rights not expressly granted to you are reserved by Yobitel Communications and its licensors.

1. **LICENSE GRANT.** Subject to your compliance with the terms and conditions of this Agreement and for the duration of your subscription, Yobitel Communications hereby grants to you a temporary, non-exclusive, non-transferable right and license to use the Software and any accompanying documentation subject to any limitations set forth in this agreement, for purposes related to your commercial enterprises. Client components of the Software identified as downloadable may be distributed to your employees, agents, affiliates, contractors, and others with whom you normally conduct business, to facilitate your business operations.

2. **RESTRICTIONS.** You shall not modify, port, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Server component(s) of the Software shall be used only within Amazon Web Services ("AWS") and only in accordance with the terms of your Container images subscription. You shall not sublicense, assign or transfer the Software or your rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual or entity except as explicitly provided in this Agreement.

3. **EXPORT.** You shall comply with all applicable export and import laws and regulations in your use of the Software. You represent that you are not barred from use of the Software under U.S. laws or other applicable jurisdiction, including without limitations, the Denied Persons List and the Entity List, and other lists issued by the U.S. Department of Commerce, Bureau of Industry and Security, including United Kingdom jurisdictions. You represent that you are not located in,

under the control of, or a national or resident of any country to which the United States has embargoed goods.

4. **SUPPORT.** Yobitel Communications will provide technical support for the specific Software which AWS reports to Yobitel Communications that you have subscribed, commencing on the Effective Date. Technical support includes assistance with problem resolution, defects, and "how to" questions as well as advice and recommendations on installation and configuration. Support will be available during Yobitel Communications normal United Kingdom business hours, Monday through Friday excluding those holidays on which the Yobitel Communications offices are closed. Support will cover only Amazon instances on which the Software is deployed through the Amazon Marketplace and client components used with those instances. It will not cover support of the AWS infrastructure or any other infrastructure.

5. **SUPPORT LIMITATIONS.** Yobitel Communications will have no obligation to provide technical support or may cease providing support in the case of or with respect to any incident that is in whole or in part due to, caused by, or resulting from any of the following: (i) a breach by you of this Agreement; (ii) the operational characteristics of the AWS provided hardware, instances, or infrastructure; (iii) any third party products, software, hardware, equipment, content, data or information, and any modifications, improvements, updates, new versions or new releases thereto or thereof, not provided by Yobitel Communications; (v) any Container images other than the most current release thereof made available by Yobitel Communications through the Amazon Marketplace; (vi) use of any Container images after Yobitel Communications has notified you to cease use thereof under this Agreement; or (vii) your negligence, abuse, misapplication, or misuse of the Software.

6. **FEES, TERM, AND TERMINATION.** You will be billed by Amazon Web Services under the terms of the AWS Customer Agreement. You are responsible for any use, sales, value added, or other taxes which may be due in your jurisdiction. The term of this agreement will commence on the Effective Date and will remain in effect until terminated by you or AWS as per the AWS Customer Agreement.

7. **COMMENTS AND FEEDBACK.** In the course of Yobitel Communications providing you with technical support, you may provide comments, suggestions, and other feedback regarding the Software, the support services, or related topics to Yobitel Communications. You agree that Yobitel Communications will be free to use any such feedback you provide for any purpose, including without limitation implementing changes based on your feedback to the Software, support, or other offerings, or creating and publishing case studies or other promotional materials, without compensation to you and with or without attribution to you.

8. **INTELLECTUAL PROPERTY.** Yobitel Communications reserves all rights not expressly granted to you herein. This license is not a sale of the Software or any copy of the Software. The Software contains valuable trade secrets of Yobitel Communications. All worldwide ownership of and all rights, titles and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and

thereto, are and will remain exclusively with Yobitel Communications. The Software may be protected, among other ways, by the patent, copyright, trade secret, and trademark laws. The above License Grant is limited to use of the Software in the form provided by Yobitel Communications and as specified in the documentation. You shall not modify or create derivative works based on the Software, except as specified in the documentation.

**9. LIABILITY AND WARRANTIES.** Except as explicitly noted herein, Yobitel Communications expressly disclaims all warranties, whether express, implied or statutory, including, without limitation, the implied warranty of merchantability, fitness for a particular purpose, non-infringement of third party intellectual property rights, and any warranty that may arise by reason of trade usage, custom, or course of dealing. The entire risk as to the results and performance of the Software is assumed by you, and Yobitel Communications disclaims all liability associated therewith. Yobitel Communications agrees to defend, indemnify, and hold harmless you and your authorized users of the Software from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Software infringes or otherwise violates the intellectual property rights of any person or entity. If your use of the Software is held to constitute infringement or is enjoined, Yobitel Communications shall at its option and expense (a) procure for you the right to continue using the Software, (b) replace or modify the Software with software that is non-infringing and provides equivalent functionality acceptable to you, or (c) refund those fees paid by you for the Software and terminate this Agreement. Yobitel Communications obligation to indemnify you as described above shall not apply if the alleged infringement is due to your unauthorized modification or use of the Software or is caused by combination of the Software with other software or devices. In no event will the total liability of Yobitel Communications in connection with this Agreement or the Software exceed the actual amount received by Yobitel Communications within the preceding year for the Software or services giving rise to any and all claims.

**10. CHOICE OF LAW AND MODIFICATIONS.** This Agreement shall be governed by and construed in all aspects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts. This Agreement sets forth all rights for the user(s) of the Software and is the entire agreement between the parties. This Agreement supersedes any other communications with respect to the Software. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Yobitel Communications. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, and no single waiver will constitute a continuing or subsequent waiver.

**11. BYOL (Bring Your Own License).** This is subject to the direct vendor to the customers and it is obtained directly from the vendor's website.