

Corellium Terms of Use

Last Updated: August 20, 2024

The Corellium® Products and Corellium Services (defined below), and all content and features contained therein, are owned and operated by Corellium, Inc., a Delaware corporation (hereinafter sometimes also referred to as “Corellium”, “we”, “us”, or “our”).

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

1. Acceptance

By clicking the acceptance box or button, signing a relevant Order Form, or accessing the Corellium Site or using the Corellium Products or Corellium Services, you accept and agree to be bound by these Terms and Conditions (“Terms”) and to the extent you are licensing the Corellium CHARM Developer Kit, the additional CDK License Agreement attached hereto. If you do not agree to these Terms and/or the CDK License Agreement, as applicable, then do not order, access, or use the Site, Corellium Products, or Corellium Services.

The Corellium Services are made available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, the Corellium Services are not intended to be used by individuals under the age of 18. If you do not qualify, do not access or use the Site, Corellium Products, or Corellium Services.

If you are accepting these Terms on behalf of a company, a governmental body, or other legal entity, you represent and warrant that you have the authority to bind such entity; that such entity agrees to be legally bound by the Terms; and that neither you nor such entity are barred from using the Corellium Services or accepting the Terms under the laws of the

applicable jurisdiction. If acceptance is on behalf of an entity, then any reference to the terms “you” and “your” shall mean that entity. Corellium and Customer, Authorized User (as defined herein) and you may be referred to herein collectively as the “Parties” or individually as a “Party.”

Your use of the Corellium Services is also subject to our Privacy Policy and Intellectual Property Policy, which are available on the Site at www.corellium.com/privacy and www.corellium.com/IP, respectively, as well as any policies and procedures we publish from time to time (collectively, the “Policies”). We reserve the right to modify these Terms at any time, with such changes becoming effective upon Corellium posting the modified Terms to the Site. Each time you use the Site, Corellium Products, or Corellium Services, the then-current version of the Terms will apply. If you use the Site, Corellium Products, or Corellium Services after a modification of these Terms, you agree to be bound by the Terms as modified.

You represent that any information you submit to us when using the Site, Corellium Products, or Corellium Services is accurate, truthful, and current. You also represent that your use of the Site, Corellium Products, or Corellium Services does not violate any applicable law or regulation.

2. Definitions

The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

2.1 “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

2.2 “Authorized User” means an employee, agent, representative, or individual contractor of Customer (including, any sales representatives and retailers), or such other party who has been authorized by Customer to use the Corellium Products and Corellium

Services, as well as any guest invited by Customer to access and use the Corellium Products or Corellium Services.

2.3 “Corellium MATRIX” means the automated mobile application security testing product developed by Corellium that runs automated security checks and provides a report of the outcome.

2.4 “Corellium Product(s)” means the products or applications offered by Corellium in connection with the Corellium Services that are described on the applicable Order Form including without limitation the Corellium Software and the Equipment.

2.5 “Corellium SaaS” means Corellium Software provided in the form of software-as-a-service, and related hosting, maintenance and/or support Corellium Services made available by Corellium for remote access and use by Customer and its Authorized Users, including any Documentation and Updates thereto.

2.6 “Corellium Services” means the services provided by Corellium under the applicable Corellium Order Form, including but not limited to the Corellium SaaS and other services as Corellium may offer or provide from time to time.

2.7 “Corellium Software” means the virtualization software developed by Corellium and such other software as may be from time to time offered by Corellium as standalone executable software, software pre-installed on Equipment, software-as-a-service, or other such means as may be determined by Corellium from time to time.

2.8 “Destructive Elements” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Corellium Product or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden

procedures, routines, or mechanisms that would cause the Corellium Product to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

2.9 “Documentation” means any guides and other documentation for any Corellium Product or Corellium Service that Corellium provides to Customer either directly or through publication on the Corellium SaaS or other means made available to the Customer.

2.10 “Equipment” means certain ARM-based servers or other hardware sold, leased, or rented to Customer under an applicable Order Form containing an object-code version of the Corellium Software.

2.11 “Intellectual Property Right(s)” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

2.12 “Order Form” means a document that is signed or otherwise agreed to by authorized representatives of both Parties and that sets forth various terms and conditions applicable to the Corellium Products and Corellium Services purchased or subscribed for by the Customer, which may include any or all of the following: (i) the Corellium SaaS to be provided by Corellium; (ii) any Corellium Product(s) being ordered; (iii) the Subscription Term; (iv) the applicable fees; and (v) other mutually-agreed upon terms and conditions.

Each Corellium Order Form is deemed incorporated into and made a part of this Agreement. To the extent any provision set forth in the Corellium Order Form conflicts with any provision set forth elsewhere in this Agreement, the provision set forth in this Agreement shall govern, unless the Corellium Order Form includes the section numbers of this Agreement that the Parties agree no longer govern or are modified for the matters covered thereby.

2.13 “Prohibited Content” means content that: (i) is illegal under applicable law; (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, Corellium Services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to Corellium in its sole discretion.

2.14 “Severe Infraction” means breach or violation by Customer or any Authorized User of their respective obligations not to (nor authorize, permit, or encourage any third party to) do the following: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Corellium Software or Corellium Services; (ii) modify, adapt, or translate the Corellium Software or Corellium Services; (iii) make any copies of the Corellium Software or Corellium Services; (iv) resell, distribute, or sublicense the Corellium Software, Corellium Services, any Corellium Product, or use any of the foregoing for the benefit of anyone other than Customer or the Authorized Users unless expressly set forth in the Corellium Order Form; (v) use the Corellium Software, Corellium Services, or any Corellium Product (1) in violation of any applicable law or regulation, for any illegal purpose, or in a way that violates, infringes, or misappropriates Corellium’s or any third party’s Intellectual Property Rights, as determined by Corellium in its sole and absolute discretion, (2) in order to build a competitive (or substitute) product or service, or (3) for any purpose not specifically permitted in this Agreement; (vi) introduce, post, or upload to the Corellium Software, Corellium Services, or any Corellium Product any Prohibited Content; (vii) attempt a denial of service attack on the Corellium system or any part thereof, or attempt to hack or break any security mechanism of or on the system or any Service; (viii) access or use the Corellium system or any Service or Corellium Product in a way that poses a security or service risk to Corellium, to any user of Corellium Services offered by Corellium, to any third party on the Corellium SaaS, or to any of Corellium’s or

their respective customers, or may subject Corellium or any third party to liability or damages; (ix) access or use the Corellium Software or Corellium Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas; or (x) if Corellium determines, in its sole and absolute discretion, that the provision of any of the Corellium Software, Corellium Services or Corellium Products to Customer or any Authorized User is prohibited by any applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

2.15 “Site” means Corellium’s website located at www.corellium.com or any other website under the ownership and control of Corellium and provided in connection with the Corellium Products and Corellium Services.

2.16 “Site Installation” means any collection of Corellium servers connected on a single cluster, accessed via a single URL (domain).

2.17 “Subscription Term” is the applicable license or subscription period defined and set forth in the Corellium Order Form. If for any reason the Corellium Order Form does not provide a Subscription Term, the Subscription Term shall be twelve (12) months from the Effective Date specified in the Corellium Order Form.

2.18 “Updates” means any corrections, fixes, patches, workarounds, and minor modifications to the Corellium Software or Corellium SaaS that Corellium provides generally to customers, but specifically excludes any new Corellium offerings or add-ons to the existing Corellium Software or Corellium SaaS.

3. Registration and Account

Certain of the Corellium Services, including the Corellium SaaS, or portions of the Site may require Customer to register for an account (“Account”). As part of the Account creation process, Customer may be asked to provide a username and password unique to the Account (“Login Information”). Customer is responsible for the confidentiality and use of Customer’s Login Information and agrees not to transfer or disclose Customer’s Login Information to any third party other than an individual with express authority to act on Customer’s behalf. If Customer suspects any unauthorized use of Customer’s Account,

Customer agrees to notify Corellium immediately. Customer is solely responsible for any activities occurring under Customer's Account. Customer has no ownership right to Customer's Account. When registering for an Account and accessing the Corellium Services, Customer represents and warrants that the information Customer enters for Customer's organization is correct. Customer acknowledges and agrees that Customer is responsible for all activity under Authorized User.

4. License, Delivery, and Restrictions

4.1 License. Subject to and conditioned on Customer's payment of all applicable Fees and Customer's compliance with all of the Terms, Corellium hereby grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable right to access and use the Corellium Software and/or Corellium Services in the form identified in Customer's Order Form, together with the Documentation, for the Subscription Term identified in Customer's Order Form, solely for Customer's internal business purposes.

4.2 Delivery. As applicable, Corellium shall electronically deliver the Corellium Software, or make available the Corellium SaaS, such that no tangible media passes to Customer. Customer will be responsible for obtaining Internet connections and other third-party software generally required for accessing websites (such as web browsers, operating systems, etc.) and services necessary for it to access the Corellium SaaS. To the extent Customer has purchased, leased, or rented Equipment under an Order Form, Customer's use of the Corellium Software is limited to such use only in connection with such Equipment and solely for Customer's internal business purposes. Title to and risk of loss of the Equipment passes to Customer upon delivery of the Equipment to the Customer at the shipping address provided.

4.3 Restrictions. Customer will not (and will not authorize, permit, or encourage any third party or Authorized User to): (i) allow anyone other than Authorized Users to access and use the Corellium Services or the Corellium Products; (ii) allow an Authorized User to share with any third party his or her Login Information to the Corellium SaaS; (iii) remove or modify any proprietary marking or restrictive legends placed on the Service, any Corellium Product, or the Documentation; or (iv) take any action, or fail to act in a way, that results in a Severe Infraction. Customer's failure to abide by these conditions will immediately terminate Customer's right to access the Site or to use the Corellium Services and may violate our intellectual property rights or the intellectual property rights of third parties.

4.4 Ownership. As between Corellium and Customer, Corellium retains title to and ownership of Corellium Software, Corellium Services, Corellium Products, the Documentation, and any content, materials, improvements or derivative works thereof, together with all copyrights, trademarks, and other Intellectual Property Rights relating thereto (collectively “Corellium Technology”). Customer will have no rights with respect to Corellium Technology other than those expressly granted under this Agreement.

5. Third-Party Materials

5.1 Third-Party Websites. The Site may contain links to websites Corellium do not operate, control, or maintain (“Third-Party Websites”). Corellium does not endorse any Third-Party Websites, and Corellium makes no representation or warranty in any respect regarding the Third-Party Websites. Any links to Third-Party Websites are provided solely for Customer’s convenience. If Customer accesses any Third-Party Websites, Customer does so at Customer’s own risk and waives any and all claims against Corellium regarding the Third-Party Websites or Corellium’s links thereto.

5.2 Third-Party Software. The Corellium Products and Corellium Services may be compatible with certain software, applications, and resources Corellium does not operate, control, or maintain (“Third-Party Software”). Corellium is not affiliated with and does not endorse any Third-Party Software, and Corellium makes no representation or warranty in any respect regarding any Third-Party Software. Any links to Third Party Software provided through the Site, Corellium Products, or Corellium Services are provided solely for Customer’s convenience. If Customer accesses or uses any Third-Party Software, Customer does so at Customer’s own risk and waives any and all claims against Corellium regarding the Third-Party Software or Corellium’s links thereto.

5.3 Third-Party Terms and Conditions. Customer’s use of any Third-Party Software may be governed by the specific terms and conditions set forth by such third parties. Accordingly, Customer acknowledges that the use of any Third-Party Websites or Third-Party Software is governed by such terms and conditions and licenses between Customer and such third parties (“Third-Party Terms and Conditions”). Customer agrees and acknowledges that it is responsible for complying with such Third-Party Terms and Conditions. Customer agrees to indemnify Corellium for any costs, including attorneys’

fees, arising from any claims against Corellium due to actions of Customer which allegedly violate such third-party terms and conditions.

5.4 NXP Terms and Conditions. In the event that any End User breaches any confidentiality or use restrictions in this Agreement that are related to any Intellectual Property Rights owned by NXP Semiconductors Netherlands B.V., whose principal place of business is situated at High Tech Campus 60, Eindhoven, 5656 AG, The Netherlands (“NXP”), it is intended that NXP will have the right to enforce any rights conferred on it under this Agreement and to that extent NXP will have the same rights against the End User as would be available if it were a party to this Agreement.

6. Customer Data

6.1 Ownership. Customer owns all right, title, and interest in and to (a) any intellectual property existing prior to the effective date of this Agreement that was owned or developed by Customer or Customer’s licensees or subcontractors, (b) anything Customer develops independent of Customer’s relationship with Corellium, (c) documents, email, or other data uploaded through the Corellium Services or otherwise provided to Corellium in the course of using the Corellium Products or Corellium Services, including all Intellectual Property Rights therein, provided to Corellium by Customer, or (d) any other data or documents uploaded to the Corellium Services by Customer or any of its Authorized Users, (collectively, “Customer Data”). Corellium shall not use Customer Data, except as expressly permitted by this Agreement, required by law, required to provide the Corellium Services to Customer, or as otherwise authorized by Customer in writing. Specifically subject to the restrictions in this paragraph, Corellium shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Corellium Services and related systems and technologies (including, without limitation, anonymous and aggregated information concerning use of Customer Data in the Corellium Services) (“Usage Data”), and Corellium own of all such Usage Data. No rights or licenses are granted in the Customer Data except as expressly set forth herein.

6.2 Data Security. Corellium is dedicated to keeping Customer Data secure. Corellium has implemented and will maintain technical and organizational measures commensurate with generally accepted industry standards designed to protect Customer Data against accidental or unlawful loss, alteration, access or disclosure. Such measures will include

but are not limited to encryption, monitoring, network controls, personnel training, and regular security testing. Upon termination of this Agreement, or when Customer closes Customer's Account, Corellium will remove Customer Data from Corellium's servers within thirty (30) days.

7. User Content Generally

When Customer posts content and/or information to the Site or in connection with the Corellium Services, whether within Customer's Account as Customer Data, or otherwise (collectively, "User Content"), Customer represents and warrants to Corellium that (1) Customer owns or has rights to use the User Content, (2) the posting of the User Content does not violate any rights of any person or entity, and (3) Customer has no agreement with or obligations to any third party that would prohibit Customer's use of the Site, Corellium Products, or Corellium Services in the manner so used. Customer agrees to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by Customer to the Site or through the Corellium Services.

8. Fees and Payment Terms

8.1 Payment Terms. Customer shall pay Corellium the fees set forth in the Order Form without offset or deduction ("Fees"), which may be invoiced on a subscription or as-used basis. All prices are in US dollars. Customer shall make all payments in US dollars on or before the due date set forth in Order Form or otherwise in accordance with this Agreement. Annual subscriptions are invoiced in advance, with payment due no later than Net 30 from the date of invoice, unless otherwise agreed and specified on the invoice. If you link a debit or credit card to your Account, you authorize us to collect Fees by debit from your linked debit card or charge to your linked credit card.

8.2 Device-Hours and Burst Charges. Certain subscription plans for the Corellium SaaS product include a specific number of "device-hours" per calendar month. One "device-hour" represents a single virtual device being in an "On" or "Paused" state for a period of one hour. Device-hours are measured by pooling together individual virtual device usage sessions within each month, then rounding up to the nearest hour. The number of "plan device-hours" per month included for Customer use with a purchased subscription plan is indicated by the relevant SKU specified in the Products section of the Order Form. For any calendar month during the Subscription Term, if Customer usage of the Corellium

Product exceeds their plan device-hours, "burst device-hours" will be charged to the customer for the calendar month period. Burst device-hours are charged at the same device-hour rate as plan device-hours. If incurred, a customer invoice for the month period will be generated and sent to the Customer for payment with terms as specified on the relevant Order Form. For any calendar month during the Subscription Term, if Customer usage of Corellium Product does not exceed their plan device-hours, unused device-hours do not rollover to the following month period.

8.3 Late Payments. If Customer fails to make any undisputed payment when due, in addition to all other remedies that may be available: (i) Corellium may charge interest on the past due amount at the highest rate permitted under applicable law, calculated daily and compounded monthly; (ii) Corellium may withdraw any discounts offered in the Order Form; and (iii) Customer shall reimburse Corellium for all costs incurred by Corellium in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

8.4 Taxes. Applicable taxes will be calculated and reflected on the invoice. However, unless otherwise specified, all Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, but in all cases excluding any taxes imposed on Corellium's income, employment, or property.

8.5 Disputes. Where the Customer disputes any amount invoiced in good faith, it will: (i) notify Corellium as soon as reasonably practicable, however, not later than ten (10) business days after receipt of the relevant invoice; (ii) pay the balance of the invoice that is not in dispute by the due date; and (iii) pay the balance and any interest as set out in Clause 8.1 above on sums found or agreed to be due within ten (10) business days after resolution of the dispute. Affiliate Orders.

8.6 Affiliate Orders. The Parties agree that Affiliates of Customer may execute their own Order or Orders with Corellium, as mutually agreed by the parties. This will create a separate agreement between Corellium and the Affiliate incorporating the terms of this

Agreement whereby the Affiliate shall be deemed “Customer”. Neither Customer nor Customer’s Affiliate shall have any rights under each other’s agreement with Corellium and a breach or termination of any such agreement will not result in a breach or termination of any other agreement.

9. Term and Termination

9.1 Term. The term of this Agreement shall commence on the applicable Effective Date specified in the Order Form and continue for the Subscription Term, unless otherwise terminated as provided in this Section. Unless otherwise provided in the applicable Order Form, the Subscription Term will automatically renew for a term of equal length, unless Customer notifies Corellium of its intention not to renew at least thirty (30) days in advance of the expiration of the current term.

9.2 Termination for Inactivity. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if there are no current Corellium Order Forms in effect and none have been effective within the previous sixty (60) days.

9.3 Termination by Customer. Customer may terminate this Agreement at the end of the Subscription Term specified in the Corellium Order Form by providing thirty (30) days written notice to Corellium. Notwithstanding the foregoing, Customer may cancel any subscription based Corellium Service at any time from Customer’s Account settings or as otherwise agreed by Corellium in writing. Customer will continue to have access to that Corellium Service through the end of Customer’s then current billing period, but Customer will not be entitled to a refund or credit for any Subscription Fees already due or paid.

9.4 Termination by Corellium.

a. Corellium may terminate this Agreement or suspend Customer’s or any Authorized User’s access to Corellium Products and/or Corellium Services if, in Corellium’s sole and absolute discretion, the Customer, or any of its Affiliates, employees, contractors or Authorized Users: (i) use any of Corellium’s Intellectual Property Rights other than as expressly permitted herein; (ii) is in default or breach of any provisions of this Agreement and such breach, if capable of cure, is not cured within thirty (30) days; (iii) is in default of

any of its undisputed payment obligations to Corellium and such payment obligation is not cured within ten (10) business days; or (iv) commences liquidation or dissolution proceedings, disposes of or attempts to dispose of its assets other than in the ordinary course of business, fails to continue its business, makes an assignment for the benefit of creditors, or if Customer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

b. Corellium may, in its sole and absolute discretion, immediately and with or without notice, suspend or terminate the Customer license in whole or in part and with respect to any or all Authorized Users or otherwise, or terminate this Agreement or any Corellium Order Form, if Customer or any Authorized User commits a Severe Infraction.

9.5 Termination of an Authorized User.

a. By Customer. Customer may terminate any Authorized User's right to access and use the Corellium Products or Corellium Services by changing the Authorized User configurations in the Company Account.

b. By Corellium. Corellium may terminate the right of any Authorized User to access and use the Corellium Products or Corellium Services immediately and without notice if:

Customer revokes its status as an Authorized User;

an Authorized User fails to comply with any of the terms or conditions of this Agreement; or either Corellium or Customer terminates this Agreement, or an Order Form, as applicable.

9.6 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, any licenses granted hereunder will also terminate, and, without limiting Customer's obligations hereunder, Customer shall cease using and delete, destroy, or return all copies of the Corellium Software (whether from the Equipment or otherwise) and certify in writing to Corellium that the Corellium Software has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

10. Support

Customer may use Corellium's self-service Knowledge Base at support.corellium.com to find answers to most common questions. Customer may submit support requests via the Corellium Help Desk at support.corellium.com, or by emailing support@corellium.com. Corellium will typically respond to support requests within one business day, and will use commercially reasonable efforts to resolve support requests in a prompt and timely manner. Support is provided Monday - Friday 9-5 EST, except on federally recognized US holidays.

In order to resolve support requests, Corellium may require Customer to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent Corellium from identifying and resolving the alleged issue. Support is provided only for users with active Subscriptions. Corellium reserves the right to provide Company with a workaround in lieu of fixing an alleged defect should Corellium in its sole judgment determine that it is more effective to do so. Support requests are limited to Corellium Products that are current and up to date.

Support is provided for general technical support questions concerning the operation of Corellium Products. This support does not include assistance with user or third-party generated software (e.g. applications), including software (e.g. custom virtual device models or extensions) when generated through the use of Corellium Products or Corellium provided tools. This support also does not include assistance with Customer or third-party computer systems or networks. Customers may purchase additional support services from Corellium as available and as defined in relevant addendums to this Agreement.

11. Modifications; Maintenance; Updates

11.1 Modifications. Corellium reserves the right to, and may at any time from time to time: (i) enhance, modify or remove any feature(s) or functionality of any Site, Corellium Product, or Corellium Services; (ii) add additional service offerings; or (iii) remove service offerings (parts (i) – (iii) collectively, "Service Revisions"). Corellium may notify Customer of any material Service Revisions that will substantially impact Customer's use of the Corellium Products or Corellium Services by posting notice of such material Service

Revisions on the Corellium SaaS or other support page or by e-mail. Unless, and only to the extent, Corellium provides otherwise, any Service Revisions will become effective immediately upon their implementation by Corellium. Customer's and any Authorized User's continued use of any Corellium Product or Corellium Service after any Service Revisions become effective constitutes Customer's and that Authorized User's acceptance of the Service Revisions.

11.2 Maintenance. At any time from time to time, with or without notice and without Corellium liability to Customer or any Authorized User, all or part of any Corellium Products or Corellium Services may be suspended: (i) in order to maintain (e.g. update, modify, upgrade, patch or repair) the Corellium system or any part or aspect of its infrastructure; (ii) as Corellium determines may be required by applicable law; (iii) as Corellium determines to be necessary to protect its system or any part thereof, or any other party of its infrastructure, from unauthorized access or any attack; or (iv) as the result of technical issues or system failures. Corellium will make a good faith effort to notify Customer in advance of any scheduled suspension of the applicable Corellium Products or Corellium Services.

11.3 Updates. The Site, Corellium Products, and Corellium Services, including their functions and functionality, may be changed by Corellium while this Agreement is in effect by means of Updates. Updates may modify or delete in their entirety certain features and functionalities. Customer acknowledges and agrees that Updates will be deemed to be part of the Site, Corellium Products, and Corellium Services, as applicable, and will be subject to the terms and conditions of this Agreement. Customer agrees to install or otherwise implement Updates when made available by Corellium, and Customer understands and agrees that failure to install or implement Updates as they are made available by Corellium will void all performance warranties and any support obligations Corellium has under this Agreement, even if Customer has paid for Premium Support.

12. Notice of Infringement

Corellium respects intellectual property laws and expects all Customers to do the same. It is Corellium's policy to terminate in appropriate circumstances the Accounts of Customers who repeatedly infringe or are believed to be repeatedly infringing the rights of Intellectual Property owners. Claims of trademark, copyright, or patent infringement or any other

alleged intellectual property violations should be sent to Corellium's designated agent, pursuant to Corellium's Intellectual Property Policy (www.corellium.com/IP).

13. Warranty Disclaimer

13.1 Disclaimer. Except as otherwise provided herein, Customer understands and agrees that the Corellium Technology are available on an "as is" basis, without any other warranty, and that Customer uses the Site, Corellium Products, and Corellium Services at Customer's own risk.

13.2 Equipment Warranty. All Corellium Products that include hardware Equipment include a 1-year limited hardware warranty from date of purchase. Corellium Products must have an active Subscription Term and have current and up to date Corellium software. Any modification of Equipment by Customer will void this warranty, and Corellium may not provide support services for Corellium Products running on modified Equipment. The warranty is an exchange service that involves like-for-like replacement of defective, as deemed by Corellium at its sole discretion, Equipment with new Equipment provided by Corellium. Corellium may request defective equipment to be returned to Corellium or require the Customer to provide proof of software deletion or destruction via a means provided by Corellium and that is reasonable for the Customer to execute. Corellium will incur all costs for shipping Equipment to and from the Customer. Corellium will make every commercially reasonable effort to diagnose defective Equipment and perform the exchange service as quickly as possible.

13.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 13, CORELLIUM DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE CORELLIUM SERVICES OR ON THE SITE, (D) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON THE CORELLIUM PRODUCTS AND/OR CORELLIUM SERVICES, AND (E) ANY OTHER WARRANTIES OTHERWISE RELATING TO CORELLIUM'S PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS.

CORELLIUM DOES NOT WARRANT THAT THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES WILL OPERATE ERROR-FREE. IF CUSTOMER'S USE OF THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CORELLIUM ARE NOT RESPONSIBLE FOR ANY SUCH COSTS. CORELLIUM SPECIFICALLY DISCLAIMS ANY LIABILITY FOR RESULTS OBTAINED FROM CORELLIUM MATRIX.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Exclusion of Certain Damages; Limitation of Liability

14.1 No Consequential Damages. In no event will either Party be liable for any indirect, special, incidental, exemplary, punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, data or other economic advantage) arising out of or relating to this Agreement, however caused and based on any theory of liability, whether breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if the other Party is advised of the possibility of such damages.

14.2 Liability Cap. Each Party's total liability (including attorneys' fees) arising out of or related to this Agreement will not exceed the amount paid by Customer to Corellium under this Agreement during the twelve (12) month period prior to the date the claim arose.

14.3 Excluded Claims. The foregoing limitations under this Section 14 do not apply to (i) Customer's breach of sections 4.1 (License Grant) or 4.3 (Restrictions); (ii) a Party's indemnification obligations under Section 15; (iii) damages arising out of a breach of the other party's intellectual property rights; (iv) damages arising out of a Party's gross negligence or willful misconduct; or (v) any other liability that cannot be excluded under applicable law.

15. Indemnification

15.1 By Corellium. Corellium shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Corellium Technology, or any use of the Corellium Technology in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; provided that Customer promptly notifies Corellium in writing of the claim, cooperates with Corellium, and allows Corellium sole authority to control the defense and settlement of such claim (so long as such settlement does not adversely affect Customer). If such a claim is made or appears possible, Customer agrees to permit Corellium, at Corellium's sole discretion, to (A) modify or replace the Corellium Technology, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Corellium determines that neither of these alternatives is reasonably available, either party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 15.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Corellium Technology in combination with data, software, hardware, equipment, or technology not provided by Corellium or authorized by Corellium in writing; (B) modifications to the Corellium Technology not made by Corellium or authorized by Corellium in writing; or (C) use of any version other than the most current version of the Corellium Technology delivered to Customer; or (D) Third-Party Software. THIS SECTION 15.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CORELLIUM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CORELLIUM TECHNOLOGY INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

15.1 By Customer. Customer agrees to indemnify and hold harmless Corellium, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "Claims"), made by any third party due to or arising out of Customer's use of the Corellium Technology in violation of this Agreement, , or Customer Data and/or User Content. Customer agrees to be solely responsible for defending any Claims against or suffered by Corellium, subject to our right to participate with counsel of our own choosing. Furthermore, Customer agrees to indemnify and hold Corellium harmless for any damages arising out of a breach of security or any compromise of Customer's Account.

16. Confidential Information

From time to time during the Term, either Customer or Corellium may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in writing, and whether or not identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

17. Governing Law

This Agreement are governed by Delaware law, without giving effect to conflicts of law principles. Customer agrees that, to the extent applicable and expressly subject to the dispute resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in the state of Delaware in circumstances where this Agreement permit litigation in court.

18. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

18.1 Notice Requirement and Informal Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this contract, including the formation, interpretation, breach, or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration. Before either Corellium or Customer may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute and the requested relief. A Notice to Corellium should be sent to: Corellium, Inc., 10 SE 1st Avenue, Suite B, Delray Beach, FL 33444. After the Notice is received, Customer and Corellium may attempt to resolve the claim or dispute informally. If the Parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

18.2 Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with this Agreement. The AAA Commercial Arbitration Rules (the “Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance-based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Palm Beach County, Florida, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and

disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

18.3 Additional Rules for Non-Appearance Based Arbitration. The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

18.4 Time Limits. If either Customer or Corellium pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

18.5 Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon Customer and us.

18.6 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between Customer and Corellium in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, CUSTOMER

AND CORELLIUM WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

18.7 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 20 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

18.8 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Customer agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section, to enforce an arbitration award, or to seek injunctive or equitable relief

18.9 Severability. If any part or parts of this Section 20 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 20 shall continue in full force and effect.

18.10 Right to Waive. Any or all rights and limitations set forth in this Section 20 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 20.

18.11 Survival of Agreement. This Section 20 will survive the termination of this Agreement.

18.12 Small Claims Court. Notwithstanding the foregoing, either Customer or Corellium may bring an individual action in small claims court.

18.13 Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 20.

18.14 Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our Intellectual Property Rights shall not be subject to this Section 20.

19. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

20. Force Majeure

Nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of and not caused by the negligence of such Party.

21. U.S. Government

With respect to the procurement or use of any Corellium Service or Corellium Product by or for any agency or part of the U.S. Government, any software provided in connection with any Service and any related explanatory written materials are “commercial items” as that term is defined at 48 CFR Section 2.102, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 CFR Section 12.212 or 48 CFR Section 227.7202, as applicable. Consistent with 48 CFR Section 12.212 or 48 CFR Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computers Software Documentation are being licensed to the U.S. Government end Authorized Users (a) only as Commercial Items; and (b) with only those rights as are granted to Customer or its Authorized Users pursuant to the

terms, conditions and restrictions of this Agreement. All computer software, technical data and documentation were developed exclusively at private expense by Corellium or its third-party licensors or suppliers.

22. Entire Agreement

This Agreement including any Order Forms, Policies, and any exhibits to any of the foregoing contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, proposals, understandings, commitments, or negotiations with respect thereto, including, without limitation, any confidentiality or non-disclosure agreements, whether written or oral, and any prior click-wrap, shrink-wrap, or browse-wrap agreements between the Parties with respect to the terms and conditions hereof. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. No additional terms in any Customer-issued document such as a purchase order, even if signed by Corellium, shall amend, replace or supersede this Agreement.

23. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the physical addresses or email addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the notice has complied with the requirements of this Section.

24. Amendment and Modification; Waiver

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise,

or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

26. Assignment

Neither Party will assign or transfer any part of this Agreement without the prior written consent of the other Party, except in the case of an assignment due to corporate reorganization, change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions by either Party, which may occur without written consent. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

27. Equitable Relief

The Parties acknowledge and agree that a breach or threatened breach by such Party of any of its obligations hereunder could cause the non-breaching Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

28. Compliance with Laws and Export Control

Each Party will comply with all applicable laws and government regulations, including, if applicable, the export laws and regulations of the United States and other applicable jurisdictions, in connection with providing and using Corellium Technology. Without limiting the foregoing, (i) each Party represents that is not named on any government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not, and shall ensure that Named Users do not, violate any export embargo, prohibition, restrictions or other similar law in connection with this Agreement.

Customer is responsible for obtaining all necessary licenses to import the Corellium Technology, for customs importation of the goods, and for all costs and risks of carrying out customs formalities. If shipment of the Equipment is delayed at Customer's request or as a result of Customer's failure to facilitate customs clearance, Customer shall bear all reasonable and necessary transportation and/or storage related costs of holding such Equipment.

29. Anti-Corruption

Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restrictions.

30. Marketing

Unless Customer directs otherwise in writing, which direction may be given at any time, Customer agrees that Corellium may display Customer's company name and logo (in accordance with any trademark guidelines provided) as a Corellium customer in a manner that does not suggest your use or endorsement of any specific Corellium product or service.

31. Survival

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

Last Updated: 12 December 2022

CORELLIUM CHARM DEVELOPER KIT LICENSE AGREEMENT

This Corellium CHARM Developer Kit License Agreement (this “**CDK License Agreement**”) is made by and between Corellium and Customer pursuant to both a valid Order Form and Corellium’s Terms of Use located at www.corellium.com/legal/terms (“**Terms**”), and governs the use of Corellium’s CHARM Developer Kit (“**CDK**”) in addition to the terms and provisions set forth in the Terms. Capitalized terms used but not otherwise defined in this CDK License Agreement shall have the meanings ascribed to them in our Terms.

By signing a relevant Order Form or by accessing or using the relevant Corellium Products or Corellium Services related to the CDK, Customer agrees to be bound by the terms of this CDK License Agreement. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AS A CORELLIUM CUSTOMER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY AND PERMISSION TO BIND THE ENTITY TO THIS CDK LICENSE AGREEMENT, IN WHICH CASE “YOU” WILL MEAN THE ENTITY (AND CORELLIUM CUSTOMER) YOU REPRESENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR PERMISSION, OR IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS CDK LICENSE AGREEMENT, THEN CORELLIUM IS UNWILLING TO LICENSE THE CDK TO YOU, AND YOU MAY NOT USE IT; NOTWITHSTANDING THE FOREGOING, ANY USE OF THE CDK, WHETHER OR NOT PROPERLY AUTHORIZED OR SUBSCRIBED, SHALL BE GOVERNED BY THIS CDK LICENSE AGREEMENT AND CORELLIUM SHALL HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS CDK LICENSE AGREEMENT.

1 **CDK License.**

- 1.1 Subject to the terms and conditions of this CDK License Agreement, our Terms and the applicable Order Form, Corellium grants Customer a limited, non-exclusive, worldwide, non-assignable, non-sublicensable license to use the CDK to develop and use device models solely for Customer’s internal business purposes in connection with the evaluation and development of software applications by Customer (the “**Licensed Use**”). Commercial or

third party use or exploitation of any device models developed or created, in whole or in part, through the use of or reference to the CDK is expressly prohibited absent a separate written agreement between Customer and Corellium with respect to the subject matter thereof.

- 1.2 Customer agrees that the form, components and nature of the CDK that Corellium provides to Customer may change at any time without prior notice to Customer and that future versions of the CDK may be incompatible with device models developed on previous versions of the CDK. Notwithstanding the foregoing, Corellium shall have no obligation to update, upgrade or alter the CDK at any time.

2 Use of the CDK.

- 2.1 Customer agrees to use the CDK and create device models only for purposes that are permitted by (a) this CDK License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in any relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 2.2 Customer may not use the CDK for any other purpose other than for the Licensed Use. For clarity, the CDK may not be used in the development of actual silicon devices. You shall not (and shall not authorize, permit, or encourage any third party or Authorized User to) copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the CDK or any part of the CDK or otherwise take any action, or fail to act in a way, that results in or otherwise contributes to a Severe Infraction.
- 2.3 Customer agrees that Customer is solely responsible for (and that Corellium has no responsibility to Customer or to any third party for) any data, content, or resources that Customer creates, transmits or displays through the CDK, and for the consequences of Customer's conduct or actions (including any loss or damage of any kind whatsoever which Corellium may suffer) by doing so.
- 2.4 Customer agrees that Customer is solely responsible for (and that Corellium has no responsibility to Customer or to any third party for) any breach of Customer's obligations under this CDK License Agreement, any applicable third-party contract or terms and conditions of use or service, or any applicable law or regulation, and for the consequences (including any loss or damage of any kind whatsoever which Corellium or any third party may suffer) of any such breach.

3 Support.

- 3.1 **Definitions.** For purposes of this Section 3, the terms below are defined as follows:

- 3.1.1 **“Business Days”** means Monday to Friday, excluding federally recognized US holidays.
- 3.1.2 **“Business Hours”** means 9 a.m. – 5 p.m. Eastern Time on Business Days.
- 3.1.3 **“Maintenance Notification”** means an email from Corellium to Customer’s designated Support Point of Contact informing Customer of the date and time of Scheduled Maintenance. Maintenance Notifications will be sent a minimum of three (3) Business Days in advance of Scheduled Maintenance.
- 3.1.4 **“Scheduled Maintenance”** means a period of scheduled downtime, for which Customer has been sent a Maintenance Notification, during which Corellium will implement updates, fixes, and changes to the CDK. Absent written notice in a Maintenance Notification sent a minimum of five (5) Business Days in advance, Scheduled Maintenance will take place outside of Business Hours
- 3.1.5 **“Support Point of Contact”** means the person at Customer’s organization who is responsible for receiving Maintenance Notifications and other relevant support-related communications from Corellium.
- 3.2 **Eligibility.** To be eligible for Licensed Use of the CDK, Customer agrees that it must also purchase applicable support services from Corellium (**“CHARM Support”**) as specified on the Order Form for at least the first calendar year after CDK purchase. The cost of such CHARM Support is set forth in the applicable Order Form or as otherwise provided to you by Corellium from time to time.
- 3.3 **Customer Systems.** It is Customer’s responsibility to ensure that its Authorized Users adhere to the prerequisites required by Corellium for use of the CDK, including using an internet browser in accordance with the Corellium Software’s minimum requirements. Customer must have an internet connection with adequate bandwidth.
- 3.4 **Support Point of Contact.** Customer must provide Corellium the name and email address of a Support Point of Contact to receive Maintenance Notifications and other relevant support-related communications from Corellium. Customer must notify Corellium in writing of any changes to the designated Support Point of Contact.
- 3.5 **Support Requests.** To resolve support requests, Corellium may require Customer to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent Corellium from identifying and resolving the alleged issue. Corellium reserves the right to provide a workaround in lieu of fixing an alleged defect if Corellium, in its sole judgment, determine that it is more effective to do so. Support requests

are limited to the latest release of the CDK and Corellium is not obligated to provide support for older versions thereof. For Customers with on-site appliances, it is Customer's responsibility to install updates provided by Corellium.

- 3.6 **Support Representative.** Customer will be assigned a named customer support representative. Customer can submit support requests via email directly to their named support representative, via email to support@corellium.com, or via Intercom chat. In order for Corellium to identify requests as coming from Customer, each initial support request must be submitted by Customer's Support Point of Contact provided, however, that additional Customer employees may be copied on the request, and other Customer employees may become the primary point of contact on subsequent communications pertaining to the request. All CHARM Support requests will be automatically escalated for review by senior hardware-model engineering staff.
- 3.7 **Response Time.** Response Time is defined as the time from when Customer submits a request by one of the approved Support Channels, defined above, to the time when a Corellium support representative initially responds. For CDK Customers, in all cases regardless of the severity of the request, Response Time shall be less than twelve (12) Business Hours. Corellium shall use reasonable commercial efforts to resolve all CHARM Support requests as soon as practicable. All support requests will be prioritized in Corellium's discretion for triage and resolution before non-CDK requests.
- 3.8 **Scope of Support.** CHARM Support covers technical support for the development of Corellium virtual device models using Corellium's authorized tools, such as the CDK, that are used in conjunction with Corellium Products. However, CHARM Support does not include technical support for Corellium Products themselves, as such support services are offered separate and apart from CHARM Support and covered under separate agreements.

4 **Intellectual Property Rights.**

- 4.1 Customer acknowledges and agrees that Corellium and/or third parties own all legal right, title, and interest in and to the CDK including any Intellectual Property Rights therein. Customer acknowledges that there are no implied licenses granted under this CDK License Agreement, and no licenses or immunities granted to the combination of the CDK with any other software. We reserve all rights that are not expressly granted.
- 4.2 Corellium agrees that it obtains no right, title or interest (including any Intellectual Property Rights) from Customer under the CDK License Agreement in or to (a) any device models that Customer develops using the CDK or (b) any of Customer's software or applications used in connection with any such device models.

- 4.3 Customer acknowledges and agrees that the CDK may include or incorporate third party components and/or technology (collectively “**Third Party Components**”), which is provided for use in or with the CDK and not otherwise used separately. If the CDK includes or incorporates Third Party Components, then the thirdparty pass-through terms and conditions (“**Third Party Terms**”) for the particular Third-Party Component are fully incorporated by reference into this Agreement and shall apply.

5 **Relationship to Terms**

- 5.1 The CDK constitutes Corellium Products and/or Corellium Services, as applicable, under our Terms. Accordingly, this CDK License Agreement is incorporated into and is made a part of the Terms by reference, together with the applicable Order Form and, as applicable, any Third Party Terms. In the event of a conflict or inconsistency between the terms and conditions of this CDK License Agreement and any terms and conditions of the Terms or any Order Form, the terms and conditions set forth in this CDK License Agreement shall prevail. In the event of any conflict between the terms in this CDK License Agreement and any Third-Party Terms, the Third Party Terms shall govern.