

**TRAKA SOFTWARE PRODUCT END USER
LICENSE AGREEMENT
(Effective from November 2024)**

IMPORTANT INFORMATION – PLEASE READ CAREFULLY: THESE TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND USE OF SOFTWARE PRODUCTS, INCLUDING EMBEDDED SOFTWARE AND FIRMWARE DISTRIBUTED BY ASSA ABLOY GLOBAL SOLUTIONS UK LIMITED (trading as Traka) OR ITS AFFILIATED ENTITY (“LICENSOR” or “ASSA ABLOY”), WHETHER PROVIDED ON A STANDALONE BASIS OR INSTALLED OR EMBEDDED ON HARDWARE PRODUCTS.

WHETHER YOU PURCHASE OR OBTAIN PRODUCTS DIRECTLY FROM LICENSOR OR ITS AFFILIATED ENTITIES OR FROM AN AUTHORIZED RESELLER, BY CLICKING ON “OK”, “ACCEPT”, “SUBMIT” OR ANY BUTTON INDICATING ACCEPTANCE OF THIS END USER LICENSE AGREEMENT, OR BY THE WAY OF INSTALLATION, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USE OF THIS SOFTWARE PRODUCT (THE “EFFECTIVE DATE”), YOU (AS USER EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE, COLLECTIVELY “YOU” OR “LICENSEE”) ACKNOWLEDGE THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT (“EULA”), THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, YOU THEN HAVE NO RIGHTS TO THE SOFTWARE PRODUCT AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, ACCESS NOR USE THE SOFTWARE PRODUCT.

IF YOU ARE A RESELLER, YOU AGREE TO BIND YOUR END CUSTOMERS TO TERMS SUBSTANTIALLY SIMILAR AND NO LESS RESTRICTIVE TO THOSE SET FORTH HEREIN.

IF YOU ARE USING LICENSOR’S SOFTWARE PRODUCTS TO COLLECT, PROCESS, STORE OR USE BIOMETRIC INFORMATION AND YOU ARE A RESELLER OR AN END CUSTOMER, YOU AGREE TO CLEARLY AND CONSPICUOUSLY DISCLOSE TO YOUR END CUSTOMERS, EMPLOYEES AND/OR END USERS THAT SUCH CUSTOMERS AND/OR EMPLOYEES’ BIOMETRIC INFORMATION IS BEING COLLECTED, THE BASIS FOR COLLECTION, A SCHEDULE AND GUIDELINE FOR HOW LONG THE BIOMETRIC INFORMATION WILL BE STORED AND GUIDELINES FOR PERMANENTLY DESTROYING SUCH BIOMETRIC INFORMATION, REFRAIN FROM LEASING, TRADING, SELLING OR OTHERWISE PROFITING FROM SUCH BIOMETRIC INFORMATION, REFRAIN FROM DISCLOSING SUCH BIOMETRIC

INFORMATION WITHOUT A LEGITIMATE BASIS OR CUSTOMERS’ AND/OR EMPLOYEES’ CONSENT, AND YOU AGREE TO MAINTAIN REASONABLE MEASURES TO SAFEGUARD SUCH BIOMETRIC INFORMATION. AND YOU MUST OBTAIN YOUR CUSTOMERS’ AND/OR EMPLOYEES’ EXPRESS CONSENT TO COLLECT, PROCESS, STORE OR USE THEIR RESPECTIVE BIOMETRIC INFORMATION.

BY ACCEPTING THIS EULA AND ACCESSING AND USING THE SOFTWARE PRODUCTS, YOU ARE ALSO ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD AND AGREED TO LICENSOR’S PRIVACY NOTICE, WHICH IS INCORPORATED BY REFERENCE IN THIS EULA AND CAN BE VIEWED AT: <https://www.traka.com/global/en/privacy-center/privacy-notice-uk>

LICENSOR MAY OCCASIONALLY UPDATE THIS EULA AND WILL COMMUNICATE SUCH UPDATED VERSION TO YOU BY MAKING IT AVAILABLE AT: <https://www.traka.com/global/en/about/policies>. YOUR CONTINUED USE OF THE SOFTWARE PRODUCTS AFTER SUCH CHANGES HAVE BEEN COMMUNICATED TO YOU WILL CONSTITUTE CONSENT TO THE REVISED VERSION OF THIS EULA.

IF YOU ARE ACCEPTING ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER/CONTRACTOR/ORGANISATION, OR THE APPLICABLE ENTITY, TO THESE TERMS AND CONDITIONS; (II) YOU HAVE READ AND UNDERSTAND THIS EULA AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS EULA. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND LICENSEE, PLEASE DO NOT CLICK ON “OK”, “ACCEPT”, “SUBMIT” OR ANY BUTTON INDICATING ACCEPTANCE OF THIS END USER LICENSE AGREEMENT OR INSTALL, COPY, DOWNLOAD, ACCESS OR USE OF THIS SOFTWARE PRODUCT. THIS EULA, AND THE CORRESPONDING AGREEMENT UNDER WHICH YOU PURCHASED THE SOFTWARE PRODUCTS, EITHER FROM LICENSOR OR A RESELLER (THE “PURCHASE AGREEMENT”) GOVERNS LICENSEE’S ACCESS TO AND USE OF THE SOFTWARE PRODUCTS.

1. DEFINITIONS

“**Affiliate**” means a legal entity which either controls or is controlled by a Party or is under common control with a Party, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.

“Agreement” means an agreement containing commercial terms relating to the sale, supply or support of the Software Products issued by Licensor or Reseller.

“Biometric Information” means data that depicts or describes physical, biological, or behavioral traits, characteristics, or measurements of, or relating to, an identified or identifiable individual. This includes depictions, images, descriptions, or recordings of an individual’s facial features, iris or retina, finger or handprints, voice, genetics, or characteristic movements or gestures. Biometric information also includes data derived from such depictions, images, descriptions, or recording, to the extent that it would be reasonably possible to identify the individual from whose information the data was derived.

“End Customer” means the Customer, or if the Customer is a Reseller, the end customer to which the Reseller transmits Licensor’s Software Products through a written sale transaction (such as a quote or purchase order), as applicable for the internal use of such Customer, and not for further resale.

“End User” means the individual(s) who actually uses the Software Product(s).

“Intellectual Property Rights” means common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and “moral” rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relation to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, know-how, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

“Licensee” means the customer that has purchased the Software Product either directly from Licensor or through a Reseller.

“Perpetual” means the licensing business model whereby Licensee or Reseller, as applicable, pays Licensor a one-time license fee for use of the version of the Software Product, as originally delivered to Licensee, in perpetuity.

“Software Product” means the software, including embedded software and corresponding licenses as more particularly described in the Agreement, and any associated guides and manuals (“**Documentation**”), expressly excluding Hardware and accessories provided by Licensor hereunder.

“Subscription” means the business model whereby Licensee or Reseller, as applicable, pays Licensor or Reseller a fee for use of the Software for a specified term.

“Reseller” means a legal entity means a legal entity which is independent from Licensor and is authorized to resell Software Products. These may include distributors and other partners.

“Warranty Period” means either: (a) in relation to Perpetual licensed Software Products, a period of ninety (90) days from the earlier of the date the Software Product is delivered to Licensee (FCA Origin) or downloaded by Licensee; or (b) in relation to Subscription licensed Software Products, the specified term of the Subscription license purchased by the Licensee.

2. LICENSE GRANT

The Licensor shall, on behalf of itself and/or its licensors, grant to Licensee a non-exclusive, non-transferable, non-sublicensable and revocable license for the use and installation of, and the access to, the Software Product in consideration of payment of the applicable license fee and subject to all the terms and conditions set forth herein and in the Agreement. Licensee’s right to use the Software Product is expressly limited to the number of end users, workstations, servers, licenses, installations, cabinets, number of kiosk systems or other such limitations as indicated by the Agreement. Without limiting the generality of the foregoing, Licensee is allowed to install the Software Product on additional server machines for development and backup purposes. Only object code, machine-readable versions of the Software Product are licensed to Licensee hereunder, and Licensee has no rights under this EULA to the source code versions of the Software. Furthermore, this EULA shall also govern any and all software upgrades provided by Licensor or its licensors that would replace, overwrite and/or supplement the original installed version of the Software Product, unless those other upgrades are covered under a separate license, at which those terms of that license will govern.

3. RESTRICTIONS ON USE

As a Licensee, You may not:

- (a) share, resell, distribute, lend, lease, transfer, sublicense or otherwise make

- available or communicate, in any manner whatsoever, the Software Product or rights granted under this License to any third party or to the public;
- (b) alter or remove any trademark, copyright or other proprietary notice on or contained within the Software Product;
 - (c) modify, adapt, create derivative works from or translate any portion of the Software Product, or its associated Documentation, or incorporate other services, software or products in the Software Product;
 - (d) reverse engineer, modify, copy, decompile or disassemble the Software Product nor otherwise attempt to derive the underlying ideas, algorithms, structure, organization or source code from the Software Product;
 - (e) tamper with or, let anyone else tamper with, the Software Product in a way that may impact the functionality or security of the Software Product;
 - (f) disable, bypass or otherwise circumvent the operations of volume license key or other method used with the aim of limiting the volume of use of the product,
 - (g) use the Software Product to submit any content or otherwise in a manner that infringes or misappropriates third party rights, including intellectual property rights or to submit any content that is obscene, defamatory, offensive or malicious;
 - (h) to intentionally distribute, spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature;
 - (i) to engage in, promote, or encourage illegal activity;
 - (j) to disable, interfere with or circumvent any aspect of the Software Product;
 - (k) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the Software Product to any third party without written consent from the Licensor;
 - (l) use the Software Product in contravention of applicable legislation and regulations;
 - (m) make of use the Software Product in any manner not stipulated within this EULA or the Documentation accompanying the Software Product; or
 - (n) distribute or use the Software Product in contravention of applicable export

control and sanctions laws or regulations.

4. RESPONSIBILITIES

As a Licensee, You are responsible for and agree to:

- (a) use of the Software Product in compliance with all applicable laws;
- (b) protect the Software Product from unauthorized access;
- (c) download updates and/or upgrades of the Software Product;
- (d) provide adequate notice and obtaining and maintaining valid consents from all of Licensee's end users, as may be required under applicable law (including data protection or data processing laws and regulations), to process their personal data using the Software Product for Licensee's intended purposes; and
- (e) safeguard all Software Products (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software Product and fully cooperate with Licensor in any legal action taken by Licensor to enforce its intellectual property rights.

5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The license granted under this EULA does not constitute a sale of the Software Product or any portion of it. The Licensor and its licensors retain all right, title, and interest in the Software Product and associated Documentation, translations and derivative works thereof, including any materials, inventions or works developed through the Licensor's performance of the services and all Intellectual Property Rights embodied therein or relating thereto.

All rights not expressly granted under this EULA are reserved the Licensor. There are no implied rights.

6. CONFIDENTIALITY AND FEEDBACK

Licensor and Licensee acknowledge that each party may have access to certain of the other party's confidential and proprietary information in connection with the Software Product and this EULA (the "Confidential Information"). Each party will take all reasonable precautions necessary to safeguard Confidential Information, including those taken by such party to protect its own confidential information of a similar nature. Each party will use

the other party's Confidential Information solely to fulfill the purposes of this EULA. Neither party will have any confidentiality obligation with respect to any portion of the Confidential Information that (i) it independently develops without reference to the other party's Confidential Information, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission. Licensee may, from time to time, provide suggestions, comments or other feedback to Licensor with respect to the Software Product ("Feedback"). Licensee agrees that all Feedback is and shall be entirely voluntary. Licensor shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to Licensee.

7. UPDATES

The Licensor may find the need from time to time to make available to all Licensees updates of the Software Product, in accordance with the herein contained terms and conditions of this EULA. It shall be at the sole discretion of the Licensor to make conditional releases of said upgrade to Licensee upon Licensee's acceptance of another EULA or execution of another separate agreement. Should Licensee elect to install and make use of these updates, Licensee are therefore agreeing to be subject to all applicable license, terms and conditions of this EULA and/or any other agreement. Without prejudice to the foregoing, Licensee is responsible for procuring, installing and maintaining the hardware or software infrastructure, including a suitable system environment, required for the proper operations of the Software Product.

This EULA does not cover technical support and/or maintenance services that Licensor or Reseller may provide, from time to time. These support and maintenance services are subject to the execution of a separate agreement between Licensee and Licensor or Reseller, as applicable.

8. SUPPORT SERVICES

Licensor may provide you with support services related to the Software Product(s) ("Support Services"). Use of Support Services is governed by the separate agreements between you and Licensor. Any supplemental Software Product or Documentation provided to you as part of the Support Services shall be considered part of the Software Product(s) herein and subject to the terms and conditions of this EULA. With respect to technical information you provide to Licensor as part of the Support Services, Licensor may use such information for its business purposes, including but not limited to product support and development. Licensor shall not be obligated to provide Support

Services during any period during which an annual fee is not paid by Licensee or offered by Licensor.

9. TRADEMARK LICENSE

Subject to and conditioned upon Licensee's compliance with the terms of this EULA, the Licensor grants to Licensee, a revocable, non-exclusive, non-transferrable, non-sublicensable limited license to use and display such trademarks of Licensor and its licensors that is included in the Software Product provided such use and display is at all times consistent with the guidelines and requirements relating to such use and display as the Licensor and its licensors may establish from time to time. You shall comply with all requirements of the Licensor and its licensors with regard to such use and display of the trademarks, including without limitation termination of such use and display if required by the Licensor or its licensors.

10. RECORD AND AUDIT RIGHTS

The Licensor or its agent reserves the right to run usage reports against Licensor's system for the sole purpose of determining the number of active licenses in use by Licensee ("**Required Licenses**"). Where the number of Required Licenses exceed the number of purchased Licenses set forth in the Agreement between Customer and Distributor or Licensee and Licensor, Licensor shall notify Reseller (as applicable), who shall notify Customer who shall within 10 business days reduce the Required Licenses to be consistent with the purchased Licenses or purchase additional Licenses. Licensor or Reseller may charge Licensee for payment for the excess retroactively.

Licensor has the right to conduct, or to have an independent third party conduct, an audit to determine the end user's compliance with the terms and conditions of this EULA.

11. THIRD PARTY SOFTWARE AND OPEN SOURCE

The Software Product may include or be bundled with other software programs licensed under different terms, including open-source software. Third party software is provided "AS IS" and licensor is not responsible for any third-party software and shall have no liability for Licensor's use of such third party software, including for any infringement of a third party's rights to such software. Any third party or open-source software used in the Software Product is subject to the specific terms of such software.

Licensor may not use or link any open source code or other open source materials with the Software

Product in a manner that could cause or causes the Software Product (or any portion thereof) to become subject to the terms of an open source license under which downstream recipients or other third parties may claim the right to (a) copy, create derivative works of, or redistribute the Software Product (or any portion thereof), or (b) receive source code to the Product (or any portion thereof). Licensee are liable towards Licensor for any damage, loss, including loss of profit, cost or expense due to Licensee's breach of this clause. Licensor does not accept any responsibility for the functionality of the Software Product when interfaced with any third-party software or service except when interfaced with the written approval of the Licensor and when the Software Product is used in accordance with Licensor's instructions.

12. EXPORT CONTROL AND SANCTIONS

Licensee shall comply with any and all applicable export laws, sanctions, rules, ordinances, restrictions and regulations and shall obtain any and all permits licenses, authorizations, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of the Software, including any collection or use of personal data and/or personal information as defined by applicable law. Licensee shall comply fully with all international and national laws and regulations, including, but not limited to the laws of United States, the United Kingdom, the European Union that apply to the Software Product and to Licensee's use thereof. Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Software Product or documentation or any direct product thereof to any destination, company, person or end user restricted or prohibited by United States, United Kingdom, European Union laws or regulations or laws or regulations of any other applicable jurisdiction or government.

13. DISCLAIMER OF WARRANTY

Licensor warrants that for the Warranty Period: (i) the media on which the Software Product is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the Software Product will perform substantially in accordance with the then-current Documentation, provided that such Software is properly used by Licensee in accordance with such Documentation, this EULA and Agreement. This limited warranty is VOID if failure of the Software Product is due to accident, negligence, abuse, improper installation or

misuse of the Software Product or conditions as set forth in this EULA or Agreement.

Licensor's sole and exclusive liability and Licensee's sole and exclusive remedy under this limited warranty shall be to, at Licensor's election, either: (a) replace of the media if defective, or (b) use commercially reasonable efforts to repair or replace the Software Product to make the Software perform substantially in accordance with the accompanying Documentation. In the event Licensor is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the Software, Licensee may promptly terminate the license applicable to the non-conforming Software and return such Software and any applicable Documentation to Licensor or Reseller, as applicable. In such event, Licensee or Reseller (as applicable) will receive a refund of the license fee received by Licensor with respect to such Software Product, less the value of use to date. The above remedies are available only if Licensor or Reseller are promptly notified in writing within the Warranty Period. Any replacement Software Product will be warranted for the remainder of the original Warranty Period, or for thirty (30) days, whichever is longer.

Licensee expressly acknowledges and agrees that the use of the Software Product is at Licensor's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE IN THIS CLAUSE ABOVE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF ANY OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, NEITHER LICENSOR (NOR ITS LICENSORS) WARRANT OR MAKE ANY REPRESENTATIONS AND DISCLAIMS ALL LIABILITY REGARDING ANY LOSS OF DATA OR LOSS OF USE OF DATA (INCLUDING PERSONAL DATA), THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SOFTWARE PRODUCT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S OR RESELLER'S JURISDICTION. IF

APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS CLAUSE, LICENSOR'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

14. LIMITATION OF LIABILITY AND REMEDIES

IN NO EVENT SHALL LICENSOR OR ITS AFFILIATES OR THIRD-PARTY LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO LICENSEE FOR LOSS OF PROFIT OR REVENUES, COSTS OF DELAY, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM, OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, INTEREST CHARGES, COSTS OF SUBSTITUTE PRODUCTS, SOFTWARE, SYSTEMS, OR SERVICES, COST OF PURCHASES OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO PROPERTY OR PERSON, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE PRODUCT LICENSED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE), EVEN IF LICENSOR OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY FOR DAMAGES OR LOSSES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) UNDER THE AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

In those jurisdictions that do not allow the exclusion or limitation of damages, the Licensor's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions. Without prejudice to the foregoing, nothing in this EULA excludes the liability of ASSA ABLOY for (a) death or personal injury caused by Licensor's negligence; (b) gross negligence or wilful misconduct; and (c) fraud or fraudulent misrepresentation.

15. INDEMNIFICATION

Licensee shall indemnify and hold Licensor, its Affiliates, officers, directors, agents, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (a) Licensor's negligent acts or omissions relating to this EULA; (b) alterations or modifications to the

Software Product made by or on behalf of Licensee (c) using the Software Product with products, services, or materials not provided by Licensee where the infringement would not have occurred but for Licensee's combination of such products, services, or materials; (d) using the Software Product in breach of applicable laws and regulations; and (e) Licensee's willful misconduct or unauthorized use of the Software Product.

16. TERM AND TERMINATION

The term applicable to Licensee's use of the Software Product shall be on a: (i) Subscription basis subject to payment of the applicable subscription fees for each term; or (ii) Perpetual basis, as indicated in the Agreement. Licensor reserves the right to terminate this EULA and Licensee's corresponding right to use the Software Product in the event Licensee breaches a material obligation under this EULA and fails to cure such breach within thirty (30) days after Licensor sends written notice describing the breach if such breach is capable of being cured, or immediately if the breach is not capable of being cured. Upon any termination of this EULA, or if Licensee should discontinue use of the Software Product or give up personal use and control of the computers or other hardware on which the Software Product is installed, Licensee shall destroy all copies of the Software Product and any related Documentation in any form. The clause of this EULA which contemplate performance or observance subsequent to termination or expiration of this EULA, or which by their nature are intended to survive termination or expiration of this EULA shall so survive termination or expiration and continue in full force and effect.

17. GENERAL

- a. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this EULA. Any purported assignment, delegation or transfer in violation of this section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without Licensee's consent. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

- b. Notices. Notices concerning this EULA shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties to their respective addresses. Licensor may be contacted at: LegalNotices@traka.com
- c. Integration Clause. This EULA, together with any order form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- d. Third-Party Beneficiaries. This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this EULA.
- e. Modifications, Waiver. This EULA may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- f. Severability. If any term or provision of this EULA is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.
- g. No Prejudice. This EULA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- h. Governing law and arbitration. This EULA, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to this EULA, or performance of this EULA shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its provisions of choice of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this EULA, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The Licensor shall be entitled at its discretion, notwithstanding the foregoing provision, to refer to all competent courts on matters of patent, registered designs, trademarks and trade names, and on claims regarding payment of matured debts incurred by the Licensor. Licensee acknowledges and agrees that in the event of a breach or threatened breach of the provisions of this EULA by Licensee, monetary damages may not be adequate to compensate Licensor and, therefore, in the event of such a breach or threatened breach, the submission to arbitration shall not prevent Licensor from demanding injunctive and equitable relief in any court having competent jurisdiction.
- i. Unless otherwise agreed in writing by the parties, this EULA constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of this EULA and merges and supersedes all prior communications, understanding and agreements, written or oral. Any modifications to this EULA must be in writing and signed by a proper and duly authorized representative of the party to be bound thereby. Licensor shall not be bound by any differing or inconsistent terms contained in any order form, purchase order or other form issued by Licensee.