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# Netop End User License Agreement

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Netop End User License Agreement

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# Netop End User License (Right of Access) Agreement

This End User License Agreement (“EULA”) is between the customer identified on a specific order document for licensing of Netop software (the “Order”) and the Netop affiliate entity identified on the applicable Order (if no entity is identified then Netop Tech Inc., if you are based in the United States of America, Mexico or Canada) (“Netop Inc”) or Netop Solutions A/S if you are based in a country in the European Union or any other country in the world (“Netop”).

This EULA governs the defined customers use (your use) or the use by any and all individuals specified or defined in such Order that are under your control (the “Customer”, “you”, “User” or Authorized End-user”). By use shall be understood your downloading or other access and exploitation of the software that has been licensed to you as Customer by Netop, including any documentation or related written materials associated with the same as well as any other services or activities described in the Order (collectively the “Software” or “Service”).

Your use shall also be governed by Netop’s General Terms & Conditions (or another set of terms and conditions that has explicitly been agreed in the Order to replace Netop’s General Terms & Conditions) and any other document, exhibit, schedule or annex, that has been included or referred to in the Order, the General Terms & Conditions and/or this EULA Collectively the Order, the Netop Terms and Conditions, and this Netop End User License Agreement govern your use of the Software (together, the “Agreement”). All capitalized terms used but not defined in this EULA shall have the meanings set forth in the Netop Terms and Conditions.

**BY CLICKING TO “ACCEPT” OR “AGREE” TO THIS EULA WHEN THIS OPTION IS MADE AVAILABLE TO YOU OR BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, WHICHEVER IS FIRST TO OCCUR, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OR DOWNLOAD THE SOFTWARE AND DELETE IT FROM YOUR DEVICE.**

## 1. Subscription

Subject to the terms of this EULA, an Order, and any other governing documents (including but not limited to the Netop Terms and Conditions) and your payment of all fees, Netop hereby grants you, during the term, territory, eligible entities and Authorized End-users specified in the applicable Order, a limited, non-exclusive right of access to use the Software, in executable form only, for your internal operations and benefit of your Users (the "Subscription"). Upon termination of this right of access, you shall promptly remove and uninstall all instances of the Software. Subject to this EULA, and provided you are the customer identified in the applicable Order, you may permit your Authorized End-users to access and use the Service on a per-user or per-device basis, in accordance with the terms of the applicable Order and this Agreement. Any processing of data, whether from you or your customers – where applicable – is governed by our Data Processing Agreement (Standard Contracting Clauses), and, available at [www.netop.com/legal](http://www.netop.com/legal) updated from time to time.

You acknowledge and agree that the Software is provided under subscription for right of access and is not sold to you. You do not acquire any ownership interest in the Software under this EULA, or any other rights thereto other than to

use the Software in accordance with the subscription-based right of access granted, and subject to all terms, conditions, and restrictions, under this Agreement. Netop and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

## 2. Collection and Use of Information

You acknowledge that when you download, install, or use the Software, Netop may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Software (including, without limitation, to check for software updates, to validate your PIN, to send automated error diagnostic reports, and to send anonymous software usage information). You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Software or certain of its features or functionality, and the Software may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Software is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Software, you consent to all actions taken by us with respect to your

information in compliance with the Netop Privacy Policy.

the Software with any given legal or regulatory requirement or law.

### **3.Resale**

You may not resell the Software unless your organization has an executed “Reseller Agreement” in place which specifically allows the resale of Netop Software. If you are permitted to resell the Software, you must ensure that anyone to whom you provide the Software also agrees to this EULA. If you have purchased the Software other than from Netop, your fees, described in Section 8, shall be due to the reseller of the Software in accordance with the terms of your agreement with such third party.

Software other than from Netop, your fees, described in Section 8, shall be due to the reseller of the Software in accordance with the terms of your agreement with such third party.

### **4. User Obligations**

1. You are responsible for compliance with this Agreement and any and all laws applicable to your use of the Software and the suitability of the Software for your implementation and use. You agree that you will only use the Software in compliance with the laws applicable to your use of the Software and acknowledge that Netop makes no representation or warranty whatsoever regarding the compatibility of

2. You must cooperate with Netop’s reasonable investigation of outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account information and permissions current. You agree that your use of the Software will comply with the Acceptable Use Policy (the “AUP”). You are solely responsible for the suitability of the Software.

3. You may only use the Software in accordance with this Agreement and any and all documentation or other written materials provided to you by Netop describing the use of the Software (the “Documentation”). You agree, except as otherwise permitted herein, to keep the Software and Documentation confidential, and you shall not attempt to reverse engineer, decompile, copy or modify, or permit your Users, Authorized End-users or a third party to do the same. Evidence of attempts to tamper with our Software and Documentation will result in a material breach of the Order.

4. You will not remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property rights notices from the Software or Documentation, including any copy thereof.

5. You will not use the Software in any manner that could disable, overburden, damage, or impair the Software or interfere with any other party's use of the Software.

6. You will not remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.

## 5. Support

Netop will provide general assistance, troubleshooting, and related support services to you during the term of this EULA, subject to any additional specifications in your Order unless otherwise stated ("Support"). Support is available via channels notified to you during the timeframe specified in your Order. Netop may from time to time release patches, updates, bug fixes, and other enhancements to the Software ("Releases"). Releases may also modify or delete in their entirety certain features and functionality. This EULA shall govern all releases and they shall be considered Software for purposes of the EULA. You agree that Netop has no obligation to provide any Releases or to continue to provide or enable any particular features or functionality. Netop will provide Support only to Users named in the Order. To receive Support, you must be on the most recent Release or one prior release of the Software and have an active Subscription in place. Netop may require you to update to the

most recent release of the Software. You agree that you will promptly update and install any versions which Netop identifies as important to the security of the Software, designated as a "security release". If your Order specifies a separate fee for Support, then you are entitled to Support only during the term described in the Order.

## 6. Security

Netop undertakes no responsibility for the security of any User Device. Customer must use reasonable security precautions in connection with its use of the Software. Netop will not use or disclose Customer Data except as materially required to perform the Services or as required by law. Netop makes no representation or warranty whatsoever regarding open source software or with regard to any third-party products or Services which we may recommend for your consideration.

## 7. Disclaimers

THE SOFTWARE IS PROVIDED TO USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NETOP ON ITS OWN BEHALF AND ON BEHALF OF ITS SUBSIDIARIES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE,

INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, NETOP PROVIDES NO WARRANTY OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## 8. Fees

The Customer shall be responsible for the payment of all fees in relation to sales, use, and similar taxes relating to your use of the Software. Your use of the Software may be terminated if the Customer does not comply with their payment obligations contained in the Order

## 9. Term And Termination

This EULA shall continue in force until the termination of subscription as specified in the Order or other specific document forming part of the Agreement setting out the term. This EULA cannot be terminated while the Order is still in place. Netop may terminate this EULA for cause on written notice if the other party materially breaches the EULA (including a failure by the Customer to pay fees when due) and does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach.

## 10. Data Protection

In the event we process personal data on behalf of the Customer, this shall be done in accordance with our Data Processing Agreement (Standard Contracting Clauses) and any further Netop Privacy Policy (as applicable), and the Netop General Terms & Conditions. You remain the exclusive owner of your Customer Data. If you require any further information on this, please contact the purchasing representative of your organization or refer to our policies at <https://www.netop.com/legal/>

## 11. Intellectual Property

1. **Created by Netop.**, Netop shall retain exclusive ownership of all patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights ("Intellectual Property") relating to the

Software or Services including any such tangible or intangible rights created, authored, or invented by Netop, its subsidiaries, owners or licensors prior to the commencement of the Services or created or developed as part of or during the term for the providing of the Services or contained in the Software.

Netop grants to you, during the term of the Agreement and subject to your rightful use, a limited, non-exclusive, nontransferable, right of access (without the right to sublicense) to use any products, and any Intellectual Property (including Device Agents, but excluding any Third Party Software), provided to you by Netop as part of the Agreement and only for your internal use as necessary for you to enjoy the benefit of the Services. You agree that any usage data, usage metrics, and other general information about your use or operation of the Services may be used and disclosed by Netop for Software improvement and market analysis purposes.

2. **Third Party Software.** Netop may provide third-party software for your use as part of the Services or to assist in our delivery of the Services ("Third-Party Software"). Unless otherwise permitted by the terms of the applicable Subscription you may not: (i) assign, grant or transfer any interest in the Third Party Software to another individual or entity; (ii) reverse engineer, decompile, copy or modify the Third Party Software; (iii) modify or obscure any copyright, trademark or other proprietary rights

notices that are contained in or on the Third Party Software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing this Agreement. Your use of any Third-Party Software may be subject to additional restrictions identified in the Order or an end-user license agreement or similar terms. Upon termination of the Order, you will remove any Netop provided software and Device Agents and any Third-Party Software which has been installed on your (or your users') devices. Netop makes no representation or warranty regarding Third Party Software except that Netop has the right to use or provide the Third-Party Software and that we are in material compliance with the applicable Subscription. You acknowledge and agree that Netop is not responsible for Third- Party Software, including its accuracy, quality, legality, or any other aspect thereof. Netop does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Software. Third- Party Software and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

3. If the delivery of the Services infringes the intellectual property rights of a third party and Netop determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Software such that they do not

infringe, then Netop may terminate the Order on written notice and will not have any liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of Software or Services deemed infringing).

## **12. Confidential Information**

Each party agrees not to use the other's Confidential Information except in connection with the performance or use of or provision of the Software, the exercise of its legal rights under this Agreement, or as required by law, and will use reasonable care to protect Confidential Information from unauthorized disclosure. "Confidential Information" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, pricing, customers, marketing and promotions, knowhow, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure. Each party agrees not to disclose the other's Confidential Information to any third party except: (a) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement; (b)

as required by law; or (c) in response to a subpoena or court order or other compulsory legal process, provided that the party subject to such process shall give the other written notice of at least seven days prior to disclosing Confidential Information unless the law forbids such notice.

## **13. Publicity, Use Of Marks**

Customer agrees that Netop may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement or use the Netop name or logo or other identifying indicia without Netop's prior written consent.

## **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NETOP OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND. IN NO EVENT SHALL NETOP BE LIABLE TO ANY PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, DATA, REVENUE, BUSINESS OPPORTUNITIES, CUSTOMERS, CONTRACTS, GOODWILL, OR REPUTATION. IN NO EVENT WILL NETOP'S ACTUAL LIABILITY EXCEED THE AMOUNT OF FEES RECEIVED AS PART OF THE ORDER. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NETOP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

## **15. Indemnification**

YOU HEREBY INDEMNIFY AND HOLD HARMLESS NETOP AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS), LOSSES, LIABILITIES, PENALTIES, FINES, SETTLEMENTS OR DAMAGES ARISING OUT OF: (I) YOUR ACTUAL OR ALLEGED BREACH OF YOUR OBLIGATIONS CONTAINED WITHIN THIS EULA, (II) YOUR BREACH OF YOUR AGREEMENTS WITH, OR LEGAL OBLIGATIONS TO, ANY OF YOUR USERS OR ANY PARTY TO WHOM YOU RESELL OR OTHERWISE PROVIDE THE

SOFTWARE, OR (III) YOUR BREACH OF ANY APPLICABLE LAW. YOUR OBLIGATIONS UNDER THIS SECTION INCLUDE CLAIMS ARISING OUT OF THE ACTS OR OMISSIONS OF YOUR USERS, REPRESENTATIVES AND

AFFILIATES, EVEN YOU DID NOT AUTHORIZE SUCH ACTS OR OMISSIONS. NETOP WILL CHOOSE LEGAL COUNSEL TO DEFEND THE CLAIM, PROVIDED THAT THE CHOICE IS REASONABLE AND IS COMMUNICATED TO YOU. YOU MUST

COMPLY WITH NETOP'S REASONABLE REQUESTS FOR ASSISTANCE AND COOPERATION IN THE DEFENSE OF THE CLAIM. NETOP MAY NOT SETTLE THE CLAIM WITHOUT YOUR CONSENT, WHICH MAY NOT BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED. YOU MUST PAY COSTS AND EXPENSES DUE UNDER THIS SECTION AS NETOP INCURS THEM.

## **16. Governing Law for all Customers except Customers domiciled or resident (with billable address) in the US, Canada or Mexico**

This EULA and the entire Agreement shall be governed by the laws of the Kingdom of Denmark without recourse to any choice of law provision or international regulation, treaty or convention appointing to another governing law (renvoi). Any and all disputes shall be resolved through the ordinary Danish courts with venue with the Copenhagen City Court or the Maritime and Commercial Court of Copenhagen within its exclusive competence as court of first instance.

## **17. Governing Law for Customers with billable address in the United States of America, Canada or Mexico**

1. If the Customer is contracting with Netop Tech Inc., then this EULA is governed by the laws of the State of Delaware, USA, exclusive of any

choice of law principle that would require the application of the law of a different jurisdiction. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts[], and we each agree not to bring any action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts.

2. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

3. Software is a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Software as are granted to all other users under Subscription, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. §

227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

## **18. Miscellaneous**

1. Entire Agreement. This EULA, the Order, Netop's General Terms & Conditions and any and all exhibits, schedules, annexes or other documents included or referred to in this EULA, the Order and/or Netop's General Terms and Conditions constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral. This EULA may only be varied by a written agreement by both parties that expressly refers to this EULA. The following provisions shall survive expiration or termination of this EULA: Intellectual Property, Confidentiality, Limitation of Liability, Indemnification, Governing Law, Miscellaneous, all terms of the EULA requiring you to pay any fees, and any other provisions that by their nature are intended to survive expiration or termination of the EULA

2. You agree to promptly provide written notice by certified mail return receipt requested to Netop at: Netop, Seventh Floor, East West, Tollhouse Hill, Nottingham, NG1 5FS, of any suspected breach by Netop of this EULA,

including the specifics of any claim of breach or for damages and to provide Netop with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Netop for damages, you must give notice to Netop of any claim for damages within 6 months of the date the claim arises. No claim of breach of this EULA shall be made by Customer unless and until all uncontested amounts owed by Customer have been paid.

3. Assignment. Neither party may assign the Agreement or any Orders without the prior written consent of the other party except to an affiliate or successor as part of a corporate reorganization or a sale of some or all of its business, provided the assigning party notifies the other party of such change of control.

4. If any part of the EULA is found unenforceable, the rest of the EULA will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the EULA. Other than Representatives, there are no third-party beneficiaries to the EULA.

5. Netop reserves the right to change this EULA and the Software and Services contemplated herein at its sole discretion and without notice. Your continued use of the Software after notification and/or uploading (posts) of such changes by Netop to the Software, Service or the terms of use/right of access shall confirm your acceptance of such changes.

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## Netop US Addendum

This US Addendum ("Addendum") integrates with and amends the Netop End User License Agreement ("EULA") and the Netop General Terms & Conditions (collectively, the "Base Terms") for any Customer that executes an Order with Netop Tech Inc. for the licensing of Software as defined in the EULA. By executing an Order, Customer agrees that the Order, the Base Terms, and this Agreement together constitute a single binding contract (the "Agreement"). Capitalized terms not defined in this Addendum have the meanings given in the Base Terms. If there is any conflict between this Addendum and the Base Terms, the provisions of this Addendum control solely for the subject matter of the conflict.

1. Equitable Relief. Customer recognizes and agrees that there may be no adequate remedy at law for a breach of this Agreement, especially with respect to restrictions on Customer's use NetOps's Confidential Information or Intellectual Property, and that such breach would irreparably harm Netop, for which monetary damages would not be an adequate remedy; consequently, Netop is entitled, in addition to its other rights and remedies, to seek equitable relief without posting of bond or other security.

2. U.S. Government Restricted Rights. The Software is deemed to be commercial computer software as defined in FAR 12.212 (Computer Software) and is subject to restricted rights as defined in FAR section 52.227-19 (Commercial Computer Software License) and DFARS 227.7202 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), as applicable, and any successor regulations. Any use, modification,

reproduction, release, performance, display, or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.

3. Protected Health Information. Unless the parties expressly agree in writing to the contrary, if Customer is a Covered Entity, Business Associate, or Representative of a Covered Entity or Business Associate, as those terms are defined in 45 C.F.R § 160.103 (HIPAA Privacy Rule definitions), as amended, Customer agrees not to use any component, function, or other facility to create, receive, manage, or transmit any "protected health information" as defined in 45 C.F.R § 160.103 if doing so would cause Netop to be considered a Business Associate or a Representative of a Business Associate.

4. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL NETOP OR ITS LICENSORS, RESELLERS, SUPPLIERS, OR AGENTS BE LIABLE TO CUSTOMER FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT, EVEN IF NETOP OR ITS LICENSORS, RESELLERS, SUPPLIERS, OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL NETOP'S LIABILITY EXCEED THE LOWER OF (X) THE FEES CUSTOMER PAID FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM DURING THE SIX MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

5. Indemnification by Customer. Customer shall indemnify, defend, and hold Netop, its affiliates, officers, directors, shareholders, employees, agents, and assigns harmless from and against any and all liabilities, losses, costs, expenses, settlement amounts, and damages (including reasonable attorneys' fees) incurred by Netop arising out of any suit or proceeding by a third party that results from Customer's use of the Software or Customer's breach of any representation, warranty, covenant, or obligation under this Agreement.

6. Indemnification Process. Netop shall promptly notify Customer in writing of any action for which Netop believes it is entitled to indemnification under Section 5. If Netop is named a party in any judicial, administrative, or other proceeding arising out of or in connection with any breach of this Agreement, a negligent or wrongful act, or a violation of any applicable law, Netop may, at its option: (a) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Customer will be responsible for and pay the reasonable fees and expenses of such professionals; or (b) tender its defense to Customer, in which case Customer will provide qualified attorneys, consultants, and other appropriate professionals to represent Netop at Customer's expense. Netop retains the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of action, liabilities, or damages against it, notwithstanding that Netop may have tendered its defense to Customer. Any such resolution will not relieve Customer of its obligation to indemnify Netop under section 5.

7. Governing Law and Jurisdiction. This Agreement and any disputes arising from or relating to it shall be governed exclusively by the laws of the State of Delaware, United States of America, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties unconditionally and irrevocably consent to the

exclusive jurisdiction of the federal and state courts located in Delaware with respect to any action, suit, or proceeding arising out of or relating to this Agreement, and each party waives any objection to venue in those courts.

8. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NETOP MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER

WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. California Consumer Privacy Act and Personal Information. With regard to Personal Information subject to the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations ("CCPA"), Netop agrees that it shall not: (i) sell or share the Personal Information, as "sell" or "share" is defined in the CCPA; (ii) retain, use, or disclose the Personal Information for any purpose other than as described in this Agreement, the Data Processing Addendum, or Netop's Privacy Notices, including retaining, using, or disclosing the Personal Information for a commercial purpose that does not comply with the CCPA; or (iii) retain, use, or disclose the Personal Information outside the permitted scope of this Agreement and without the documented instructions of Customer.