

END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**”) is a legal agreement between Customer and Ericsson Inc., a Delaware Corporation (“**Ericsson**”) applies to Customer’s use of the software (“**Software**”), documentation (“**Documentation**”), and/or products (the foregoing collectively referred to herein as “**Deliverables**”) made available to Customer by the registered reseller while as a source duly authorized by Ericsson to resell the same (the “**Authorized Source**”). “**Customer**” means the individual or legal entity who is granted a license to the Deliverables under this EULA. Customer agrees that this EULA is enforceable like any written negotiated agreement signed by Customer. In this EULA, “**Intellectual Property Rights**” means all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

ENTERING INTO AN AGREEMENT FOR DELIVERABLES FROM THE AUTHORIZED SOURCE, OR OTHERWISE USING ANY DELIVERABLE, BINDS CUSTOMER TO THE TERMS OF THIS EULA. IN CONNECTION WITH THE FOREGOING, CUSTOMER (A) ACCEPTS THIS EULA AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS TO THE SAME EXTENT AS ANY CONTRACT SIGNED BY THE CUSTOMER; AND (B) REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS EULA, ERICSSON WILL NOT AND DOES NOT LICENSE THE DELIVERABLES TO CUSTOMER AND CUSTOMER MUST NOT USE SUCH DELIVERABLES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER MAY ELECT TO EVIDENCE ITS ACCEPTANCE HERETO BY SIGNING THIS EULA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR CUSTOMER’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY DELIVERABLE THAT CUSTOMER DID NOT ACQUIRE FROM THE AUTHORIZED SOURCE OR OTHER SOURCE DULY AUTHORIZED BY ERICSSON TO PROVIDE THE SAME.

1. Grant of License; Terms of Use.

1.1 Subject to the terms and conditions contained herein and in the applicable written duly executed agreement between Ericsson and the Authorized Source, Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable, limited license to use the Software in object code format and Documentation solely in combination with the Deliverables for Customer’s use in the United States of America (“**Territory**”). Customer may not use the Software for any other purpose or in any way not expressly permitted by these terms.

1.2 Customer will not use the Deliverable, or any part thereof, for any purpose other than explicitly set out herein. For each item of Deliverable, Customer will:

- (a) ensure that only employees or authorized persons use it and not provide or make it available: (i) to any other person or entity, or (ii) outside the applicable Territory in any way, or (iii) to provide hosting or timesharing to any person;
- (b) not distribute, sublicense, assign, pledge, or otherwise transfer its license;
- (c) not copy it, or any parts of it;
- (d) reproduce copyright or other markings when making a permitted copy;
- (e) not modify, reverse engineer, decompile, disassemble, assemble, or otherwise derive or attempt to derive any source code or algorithms from the Deliverable, or translate, change, or make any derivative work of the Deliverable;
- (f) apply the provisions of confidentiality herein to it;
- (g) not violate any law or regulation anywhere;
- (h) not infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any Intellectual Property Rights;
- (i) not violate third party rights;
- (j) not remove any proprietary, copyright, trademark, or warning legends from any Deliverable;
- (k) only use Software incorporated in or delivered for specific equipment, together with such equipment; not change, modify the Deliverables in a way to avoid incurring fees or exceeding usage limits, or otherwise in a way not expressly permitted herein; and/or
- (l) not resell the Deliverables or any services provided hereunder.

2. General Software Terms.

2.1 Third Party Software may be embedded in the Software that is branded as Ericsson and sub-licensed to Customer.

2.2 Certain Software may contain third party code (including free open-source software) that is licensed under separate agreements, where additional rights and obligations apply. Customer agrees to comply with such terms. All open-source software is provided “AS-IS”, and Customer and Ericsson make no and disclaim any express or implied warranty regarding open-source software. Ericsson’s liabilities are excluded for any claim relating to open-source software.

2.3 Ericsson may release pre-announced Software upgrades that may provide new features and fixes. Customer is expected to install these upgrades within 60 days after release.

2.4 Customer will implement appropriate industry-standard security measures to secure the Software at the Customer site from unauthorized access.

2.5 Customer’s obligations hereunder survive with no limit in time after the applicable written duly executed agreement between Ericsson and the Authorized Source terminates for any reason.

2.6 Customer’s licenses granted hereunder shall be subject to revocation as set forth below, which includes revocation if Customer uses the Software in an unauthorized manner or violates its confidentiality obligations hereunder.

2.7 In the event that Ericsson is required by terms of its license with a third party to pass through supplemental terms and conditions relating to specific Software, Ericsson will give notice of such terms and conditions to Customer, and Customer will, within a reasonable period of receipt of such notice, abide by such supplemental terms and conditions.

2.8 Collection and Use of Information.

(a) Customer acknowledges that Ericsson may, directly or indirectly, collect and store information regarding use of the Deliverable and about equipment on which the Software is installed or through which it otherwise is accessed and used, through without limitation, the provision of maintenance and support services.

(b) Customer agrees that Ericsson may use such information for any purpose related to any use of the Deliverable by Customer or on Customer's equipment, including but not limited to: (i) improving the performance of the Deliverable or developing updates; and/or (ii) verifying Customer's compliance with the terms of this EULA and enforcing Ericsson's rights, including all Intellectual Property Rights in and to the Deliverable.

3. No Warranty. THE DELIVERABLES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ERICSSON, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE DELIVERABLES, 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, ERICSSON PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, 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.

4. Audit: Inspection. Upon reasonable notice, Ericsson or its appointed representative (an "Auditor") may inspect Customer's site(s) and records to confirm compliance with the terms of this EULA or its obligations with respect to the Deliverables under an applicable written duly executed agreement between Ericsson and the Authorized Source. Customer will reasonably cooperate with the Auditor at its own expense, including providing (a) all documentation and information Auditor reasonably requests within the scope of audit, and (b) reasonable access to Customer employees, premises, and equipment. Customer will provide such Auditor with all reasonable assistance, including access to all information necessary for such verification.

5. Suspension and Termination.

5.1 This EULA is entered into as of the date that Customer accepts the terms hereof as contemplated above (the "Effective Date"), which is a precondition for the grant of licenses set forth herein. Customer's licenses shall terminate on the earlier of (i) when the license term, if any is expressly stated, ends; or (ii) if Customer is in breach of any of the license terms, any license for Third Party Software, or the Customer Agreement.

5.2 Ericsson may block, restrict, or suspend Customer's access to the Software at any time if Ericsson unilaterally determines that there is a general security or operational risk to the Software or parts thereof, or if required by law or regulation. Ericsson may also restrict or suspend Customer's access to the Software if Ericsson unilaterally determines that Customer (a) has breached the requirements set forth herein, (b) reduces Ericsson's network integrity, (c) may expose Ericsson, Ericsson Affiliate, or its contractor to legal liability, or (d) violates any applicable law or regulation or any of the acceptable use obligations. If the cause can be remedied, Ericsson will notify Customer of the steps required by Customer for Ericsson to restore the Software or parts thereof. If the cause cannot be remedied or Customer fails to take effective remedial action within a reasonable time, Customer's license to the Software may be terminated without liability or paying compensation.

5.3 On termination of the licenses for any reason, (a) Ericsson may remotely erase the Software (including any back-up copies), and if that is not possible, direct Customer to, and Customer accordingly will, erase the Software (including any back-up copies); (b) Customer will return or, on Ericsson's written approval, delete or destroy all Documentation. Customer will promptly confirm, in writing to Ericsson that it has returned, deleted, or destroyed the Software and Documentation after doing so.

6. Intellectual Property Rights. Ericsson and its affiliates (or any applicable third-party licensor) retain all Intellectual Property Rights in and to (a) the Deliverables and any other material, product, or service provided under the applicable written duly executed agreement between Ericsson and the Authorized Source, (b) any graphics, products or content included in the Deliverables; (c) all underlying software, data, and other materials that operate the Deliverables or parts thereof (including any APIs/SDK); or (d) any modification, enhancement or derivative work made of (a) through (c). Except as expressly set out herein, nothing contained herein creates any right of ownership or license in or to the other party's Intellectual Property Rights. Each party continues to independently own and maintain its Intellectual Property Rights. No implied licenses exist hereunder, and any right that Customer is not granted hereunder is reserved to Ericsson, its affiliates, or their licensors.

7. Indemnification. Customer shall indemnify, defend, and hold harmless Ericsson from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) arising from or occurring in connection with any claims, damages, liabilities, costs, and fees (including reasonable attorney fees) arising from (i) Customer's use of and access to the Deliverables, including the Software and Documentation or parts thereof (including, without limitation, any interface), or (ii) Customer's failure to comply with any term hereof.

8. Limitations of Liability. CUSTOMER ACKNOWLEDGES AND AGREES THAT ERICSSON SHALL HAVE NO LIABILITY WHATSOEVER UNDER OR IN CONNECTION WITH THIS EULA UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY USE CUSTOMER MAKES OF THE DELIVERABLES.

9. Confidential Information. The Deliverables, including the Software and Documentation (and any performance data, benchmark results, security assessments and all other technical information relating thereto) and any other information provided by Ericsson or Approved Source in connection with the Deliverables are deemed to be confidential information of Ericsson ("Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that Customer can evidence in writing: (a) is already known to Customer without restriction as to disclosure prior to disclosure by Ericsson; (b) becomes publicly available without fault of Customer; (c) is rightfully obtained by Customer from a third party without restriction as to disclosure; or (d) is independently developed or

created by Customer without use of the Confidential Information. Except as otherwise expressly authorized herein, Customer agrees to: (i) use the Confidential Information only to perform hereunder or exercise rights granted to it hereunder; (ii) treat all Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Confidential Information only to Customer's employees and authorized persons who have a need to know such information for the permitted purposes hereunder, provided that any such employee or authorized person will be subject to obligations of non-use and confidentiality with respect to the Confidential Information at least as restrictive as the terms hereunder, and Customer shall remain liable for any non-compliance with the terms hereunder of such employee or authorized persons. Nothing hereunder shall prevent Customer from disclosing information to the extent Customer is legally obligated to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Customer shall: (1) assert the confidential nature of the information to the agency, (2) immediately notify Ericsson in writing of the agency's order or request to disclose, and (3) cooperate fully with Ericsson in protecting against any such disclosure and obtaining a protective order narrowing the scope of the obligated disclosure and protecting its confidentiality. The confidentiality obligations hereunder shall survive any expiration or termination of the EULA and be effective for a period of five (5) years after the expiration or termination thereof.

10. Export Control.

10.1 Customer acknowledges that the Deliverable(s) may be controlled under applicable export and import control or sanctions laws and regulations. Customer will comply strictly with all such applicable laws and regulations.

10.2 Customer will only use the Deliverable(s) for civil and peaceful use. Thus, Customer will not use the Deliverable(s) for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons.

11. Code of Business Ethics; Compliance Requirements. Customer undertakes to comply with Ericsson's code of business ethics as updated from time to time (the "**Code of Business Ethics**"). The Code of Business Ethics, which contains the Ericsson Code of Conduct, and these policies, directives and regulations can be found at: <https://www.ericsson.com/en/about-us/corporate-governance/code-of-ethics>. In addition to the foregoing, Customer undertakes to comply with all national and international laws and regulations on ethical and responsible standards of behavior that apply to it for its obligations under this EULA, including bribery, corruption, and prohibited business practices (such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act), and is responsible for and will ensure that its employees and subcontractors do the same.

12. Governing Law and Dispute Resolution.

12.1 This EULA is governed by the substantive laws of the State of Texas, USA without giving effect to any principles of conflict of laws that would require or permit the application of the substantive laws of another jurisdiction other than the State of Texas.

12.2 The parties agree that they will settle any dispute arising out of this EULA exclusively through binding arbitration under the Rules of Arbitration of the American Arbitration Association using three arbitrators, in Dallas, Texas, with all documents and proceedings in English. Despite arbitration, the parties may use a federal or state court in Texas for an equitable or injunction remedy. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The confidentiality obligations under this EULA apply to the arbitration proceedings and documentation.

13. Miscellaneous.

13.1 This EULA constitutes the entire agreement of the parties relating to the subject matter of this EULA. This EULA supersedes all other oral or written agreements, understandings, representations, or courses of dealing relating to the subject matter of this EULA. This EULA may only be amended through a writing signed by a duly authorized vice president of Ericsson.

13.2 Customer may not assign any right or transfer any obligation under this EULA unless it has obtained the prior written consent of Ericsson.

13.3 No waiver of satisfaction of a condition or non-performance under this EULA is effective unless it is in writing and signed by the party granting the waiver.

13.4 If any provision of this EULA is held to be unenforceable (a) that provision is to be interpreted either by modifying it to the minimum extent to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the rest of this EULA is to remain in effect as written. The parties intend that this EULA is to be interpreted as if the parties have negotiated and drafted it jointly. Any terms that by their nature extend beyond this EULA remain in effect until fulfilled.

13.5 In the event that Customer constitutes a US Government entity as such term is contemplated by applicable Federal Acquisition Regulations ("**FARs**"), the license to the Software and Documentation as set forth in this EULA is subject to "Restricted Rights" as that term is defined in the FARs in paragraph 52.227-19(c)(2), or its equivalent paragraph in the DOD Supplement to the FARs.

13.6 Nothing herein may be construed to cause Customer or any other third party to be a third-party beneficiary under the applicable written duly executed agreement between Ericsson and the Authorized Source or to cause Customer or any other third party to have any cause of action or claim against Ericsson in connection with or relating hereto.

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