



## TETHERFI SOFTWARE LICENSE TERMS (2020)

THIS END USER LICENSE AGREEMENT ("SOFTWARE LICENSE TERMS") GOVERNS THE USE OF TETHERFI'S PROPRIETARY SOFTWARE and Third-party proprietary software. READ THESE SOFTWARE LICENSE TERMS CAREFULLY, IN THEIR ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE TETHERFI SOFTWARE (AS DEFINED BELOW). BY INSTALLING, DOWNLOADING OR USING THE TETHERFI SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FROM WHOM YOU ARE INSTALLING, DOWNLOADING OR USING THE SOFTWARE (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "YOU" AND "END USER"), AGREE TO THESE TERMS AND CONDITIONS AND CREATE A BINDING CONTRACT BETWEEN YOU AND TETHERFI. OR THE APPLICABLE TETHERFI AFFILIATE ("TETHERFI"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE SOFTWARE LICENSE TERMS. ANY USE OF THE SOFTWARE WILL CONSTITUTE YOUR ASSENT TO THESE SOFTWARE LICENSE TERMS (OR RATIFICATION OF PREVIOUS CONSENT). IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THESE SOFTWARE LICENSE TERMS, YOU MUST RETURN OR DELETE THE SOFTWARE WITHIN TEN (10) DAYS OF DELIVERY FOR A REFUND OF THE FEE, IF ANY, YOU PAID FOR THE LICENSE OR IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THESE SOFTWARE LICENSE TERMS.

**A. Scope.** These Software License Terms are applicable to anyone who downloads and/or installs Tetherfi Software, purchased from Tetherfi, any Tetherfi Affiliate, or an authorized Tetherfi reseller (as applicable) under a commercial agreement with Tetherfi or an authorized Tetherfi reseller ("Agreement"). Unless otherwise agreed to by Tetherfi in writing, Tetherfi does not extend this license if the Software was obtained from anyone other than Tetherfi, a Tetherfi Affiliate or a Tetherfi authorized reseller, and Tetherfi reserves the right to take legal action against you and anyone else using or selling the Software without a license. To the extent there is a conflict between these Software License Terms and another Agreement, the order of precedence shall be (i) your Agreement with Tetherfi if you purchased from Tetherfi. or a Tetherfi Affiliate, or (ii) these Software License Terms if you purchased from an authorized Tetherfi reseller, except with respect to third party elements subject to a Shrinkwrap License or other Third Party Terms, in which case the Shrinkwrap License or other Third Party Terms will prevail. "Tetherfi Affiliate" means any entity that is directly or indirectly controlling, controlled by, or under common control with Tetherfi. For purposes of this definition, "control" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

**B. License Grant.** Tetherfi grants you a personal, non-sublicensable, non-exclusive, non-transferable license to use Software and Documentation obtained from Tetherfi or a Tetherfi authorized reseller and for which applicable fees have been paid for your internal business purposes at the indicated capacity and features and within the scope of the applicable license types described below and at locations where the Software is initially installed. "Documentation" means Tetherfi information and manuals containing operating instructions and performance specifications that Tetherfi generally makes available to users of its products and delivers with the Software. Documentation does not include marketing materials.

(i) Right to Move License Entitlements. Notwithstanding the foregoing, You may move right to use license entitlements (RTU's) from one location to another within the country where the Software was originally purchased for that Software which is available upon request subject to the following conditions:

- a. You shall provide prompt written notice to Tetherfi or an Authorized Provider of any RTU moves including but not limited to, the number and type of licenses moved, the location of the original Server and the location of the new Server, the date of such RTU moves and any other information that Tetherfi may reasonably request;
- b. You may only move RTU's to and from Designated Processors or Servers supporting the same Software application;
- c. You acknowledge that maintenance services do not cover system errors caused by moves not performed by Tetherfi, and if any such transfer results in a requirement for Tetherfi system engineering or requires the use of on-site Tetherfi personnel, you will be charged the Time & Materials fees for such activity; and
- d. If your maintenance coverage differs on licenses on the same product instance at the location of the new Server, Service updates, recasts and/or fees may apply.

(ii) Non-Production License Grant. With respect to Software distributed by Tetherfi to you for non-production purposes, Tetherfi grants to you, subject to the terms and conditions contained herein, a personal, nonexclusive, non-transferable and non-sublicensable right to use the Software in a non-production environment solely for testing, development or other non-commercial purposes on a single computer ("Non-Production License").

**C. All Rights Reserved.** Except for the limited license rights expressly granted in these Software License Terms, Tetherfi reserves all rights in and to the Software and Documentation and any modifications thereto. You will own only the hardware or physical media on which the Software is stored, if any.

**D. General License Restrictions.** To the extent permissible under applicable law, you agree not to: (i) decompile, disassemble, or reverse engineer the Software; (ii) alter, modify or create any derivative works based on the Software or Documentation; (iii) merge the Software with any other Software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement with a Tetherfi; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means; (vi) allow any service provider or other third party, with the exception of Tetherfi's authorized resellers and their designated employees ("Authorized Providers") who are acting solely on behalf of and for the benefit of End User, to use or execute any software commands that cause the Software to perform functions that facilitate the maintenance or repair of any product except that a service provider or other third party may execute those software commands that, as designed by Tetherfi, would operate if a user is logged into a product using a customer level login and Maintenance Software Permissions ("MSPs") were not enabled or activated; (vii) gain access to or the use of any Software or part thereof without authorization from Tetherfi; (viii) enable or activate, or cause, permit or allow others to enable or activate any logins reserved for use by Tetherfi or Authorized Providers; or (ix) permit or encourage any third party to do so. Authorized Providers shall be obligated to comply with the terms and provisions of these Software License Terms. End User shall advise any third party, including any Authorized Provider, who accesses or uses any Software of the terms and provisions of these Software License Terms. End User shall be responsible for such third party's failure to comply and shall indemnify Tetherfi for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Tetherfi as a result of non-compliance with this section. Tetherfi may charge End User a reasonable fee for the provision of such information. If Tetherfi refuses to make such information available, then End User may take steps, such as reverse assembly or reverse compilation, to the extent necessary solely in order to achieve interoperability of the Software with an independently created software program. To the extent that the End User is expressly permitted by applicable mandatory law to undertake any of the

activities listed in this section End User will not exercise those rights until End User has given Tetherfi twenty (20) days written notice of its intent to exercise any such rights.

**E. Backup Copies.** End User may create a reasonable number of archival and backup copies of the Software and the Documentation, provided all proprietary rights notices, names and logos of Tetherfi and its suppliers are duplicated on each copy.

**F. Warranty.** Tetherfi provides a limited warranty on its Software. If Tetherfi is notified of significant errors during the forty-five (45) days Warranty Period from Effective Date, it will correct any such demonstrable errors in the Software or its documentation within a reasonable time. Please note that if you are acquiring the Software or Hardware from an authorized Tetherfi reseller outside of the Singapore, the warranty is provided to you by said Tetherfi reseller and not by Tetherfi.

**G. Compliance.** At Tetherfi's request and upon reasonable prior written notice, Tetherfi will have the right to inspect End User's compliance with these Software License Terms.

**H. Term.** This Agreement is effective from Effective Date for the Term, as stated in the License Registration Form. It may also be terminated forthwith if you fail to abide by its terms. Upon termination or expiration for any reason, you shall immediately return the software and agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control. The provisions concerning confidentiality, indemnity, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of the Software License Terms.

**I. Third-party Components.** Certain software programs or portions thereof included in the Software may contain software (including open source software) distributed under third party agreements ("Third Party Components"), which may contain terms that expand or limit rights to use certain portions of the Software ("Third Party Terms").

**J. Limitation of Liability.** EXCEPT FOR PERSONAL INJURY CLAIMS, WILLFUL MISCONDUCT AND END USER'S VIOLATION OF TETHERFI'S OR ITS SUPPLIERS INTELLECTUAL PROPERTY RIGHTS, INCLUDING THROUGH A BREACH OF THE SOFTWARE LICENSE TERMS AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER TETHERFI OR ITS SUPPLIERS NOR END USER SHALL BE LIABLE FOR (i) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR (ii) FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, TOLL FRAUD, OR COST OF COVER AND (iii) DIRECT DAMAGES ARISING UNDER THESE SOFTWARE LICENSE TERMS IN EXCESS OF THE PURCHASE PRICE AND FEES PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

**K. Protection of Confidential Software and Documentation.** End User acknowledges that the Software and Documentation are regarded as confidential by Tetherfi and its suppliers ("Confidential Information") and End User agrees at all times to protect and preserve in strict confidence the Software and Documentation.

**L. Protection of Personal Data.** Your privacy is important to Tetherfi. The use of the Software may require the processing of personal data pertaining to you or to your personnel. Personal data required to use the Software will need to be submitted to Tetherfi. Failing the submission of such data, the use of the Software will not be possible. You or your personnel have a right to access and correct erroneous personal data pertaining to you or your personnel and to object for legitimate reasons to the processing and transfer of these data. You can exercise this right by contacting in writing the Data Privacy Officer of the applicable Tetherfi Affiliate.

**M. High Risk Activities.** The Software is not fault-tolerant and are not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the Software could

lead to death, serious personal injury, severe physical or environmental damage ("High Risk Activities"). This includes the operation of aircraft or nuclear facilities. You agree not to use, or license the use of, the Software in connection with any High Risk Activities.

**N. Governing Law.** You are advised that the Software is of Singapore origin and this EULA will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with this EULA. You agree not to directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is prohibited by applicable Singapore regulation. Lastly, you agree not to directly or indirectly export, re-export, import, or transmit the Software contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use.

**O. Acknowledgement.** End User acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to the End User making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time.

**P. Miscellaneous.** These Software License Terms will be governed by Singapore laws, excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. If a dispute cannot be settled by good faith negotiation between the parties within a reasonable period of time, and to the extent authorized by applicable law, it must be finally settled upon request of either party by arbitration. The arbitration will be conducted in the English language, in Singapore. The arbitrator will have authority only to award compensatory damages and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the Software License Terms. The ruling by the arbitrator will be final and binding on the parties and may be entered in any court having jurisdiction. Tetherfi and you will each bear its own attorneys' fees associated with the arbitration. Notwithstanding the foregoing, Tetherfi shall be entitled to take immediate legal action where required to protect its confidential or proprietary information, or to obtain any interim injunction. If any provision of these Software License Terms is determined to be unenforceable or invalid, these Software License Terms will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure to assert any rights under the Software License Terms, including, but not limited to, the right to terminate in the event of breach or default, will not be deemed to constitute a waiver of the right to enforce each and every provision of the Software License Terms in accordance with their terms. If you move any Software, and as a result of such move, a jurisdiction imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Software), then you are solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

Agreement in English. The parties confirm that it is their wish that these Software License Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only.