



End User License Agreement

Ver. 2.22.2022



RoamingiQ, Inc. End User License Agreement

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY INSTALLING OR USING ANY ROAMINGIQ SOFTWARE OR DOCUMENTATION, YOU AGREE TO AND WILL BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT INSTALL OR USE THOSE ROAMINGIQ PRODUCTS.

This END USER LICENSE AGREEMENT (“Agreement”) is entered into by and between RoamingiQ, Inc., (“ROAMINGIQ”) and the distributor, reseller, partner, or end user (“you” or “Customer”). This Agreement sets forth the terms and conditions governing (a) your purchase of RoamingiQ’s software (the “Software”) directly from RoamingiQ or from one of RoamingiQ’s authorized distributors, authorized resellers, or other authorized agents (each, a “Reseller”) and (b) your right to access and use (i) the Software whether available as a hosted service, in program or data file (whether on disk, in read-only memory, on any other media and whether embedded in hardware or provided on a stand-alone basis and/or remotely provided, including all updates, upgrades, major releases, feature releases, and bug fix releases, the “Software”) and (iii) the user documentation provided by RoamingiQ for that Software (whether in printed or electronic form, the “Documentation”). The Software and Documentation (in each case including any part thereof) are sometimes collectively referred to as the “Product”. Your use of the Products is subject to all of the terms and conditions of this Agreement as well as the RoamingiQ General Terms and Conditions at <https://www.roamingiq.com> (the “GTC”). In the event you use the Products to directly or indirectly provide individuals with Internet access, you further agree that you will require that each such individual accept an Internet access acceptable use policy at least as protective to RoamingiQ and its suppliers as the Product specific acceptable use policy made a part of the RoamingiQ GTC.

NO RESELLER OR ANY OTHER PERSON HAS THE AUTHORITY TO EXPAND ROAMINGIQ'S OBLIGATIONS OR LIABILITY UNDER THIS AGREEMENT.

YOUR WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF SUCH WRITTEN APPROVAL ON BEHALF OF ROAMINGIQ WILL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF THIS AGREEMENT IS CONSIDERED AN OFFER BY ROAMINGIQ, YOUR DOWNLOADING, INSTALLATION OR USE OF THE PRODUCTS CONSTITUTES YOUR ACCEPTANCE OF THAT OFFER. YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS SET FORTH HEREIN. THE DOWNLOADING, INSTALLATION OR USE OF ANY FUTURE SOFTWARE UPGRADES OR DOCUMENTATION IS ALSO SUBJECT TO THIS AGREEMENT.

IF YOU ARE ACCESSING THE SOFTWARE OR THE DOCUMENTATION ELECTRONICALLY, YOUR USE OF SAID SOFTWARE IS AN EXPRESSED ACCEPTANCE OF THIS AGREEMENT.

IF A RESELLER, SERVICE PROVIDER, CONSULTANT, CONTRACTOR, EMPLOYEE OR ANY OTHER PERSON DOWNLOADS, INSTALLS OR USES THE PRODUCT FOR YOU, THAT RESELLER, SERVICE

PROVIDER, CONSULTANT, CONTRACTOR, EMPLOYEE OR OTHER PERSON WILL BE DEEMED TO BE YOUR AGENT ACTING ON YOUR BEHALF, AND YOU WILL BE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AS IF YOU HAD DIRECTLY DOWNLOADED, INSTALLED AND/OR USED THE PRODUCT. IF YOU ARE AN EMPLOYEE OR INDEPENDENT CONTRACTOR OF THE END USER OR OF THE RESELLER, SERVICE PROVIDER, CONSULTANT OR CONTRACTOR OF THE END USER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE END USER TO THIS AGREEMENT.

1. Ownership. Upon your payment in full for the Product, you will not own the Intellectual Property Rights, Software, the Documentation or the trade secrets related to the Product. The Intellectual Property Rights, Software, the Documentation, and those trade secrets are licensed to you under Section 2 below; they are not sold, and RoamingiQ (or its licensors) owns all rights, title and interests, including any and all Intellectual Property Rights in and to the Products. "Intellectual Property Rights" means and includes any and all patents, data rights, database rights, utility models, business processes, trade secrets, know how, trademarks, service marks, names, trade names, mask works, copyrights, moral rights and any other form of proprietary protection, or any application therefore, under the laws of the United States, any other jurisdiction or any bi-lateral or multi-lateral treaty regime.

2. Grant of License. Subject to your compliance with this Agreement, (a) ROAMINGIQ grants you, the original end user, a limited, fee-bearing, non-exclusive, non-assignable, non-sub-licensable, non-transferable, revocable license to use the Software, the Documentation, the trade secrets and the other Intellectual Property Rights embodied in or used by the Product solely for your internal business purposes during the Initial Term (described in Section 10 below) and if applicable, any renewal term, in accordance with the Documentation and this Agreement; and (b) you may use the Software, the Documentation, the trade secrets and the other Intellectual Property Rights related to the Product, only at your premises and only for your internal business purposes, including for enabling those present on your premises to receive the benefits provided by the Product.

3. License Restrictions.

a. General Restrictions. You will not: (i) copy the Software or the Documentation, (ii) modify, create derivative works of, or translate the Software or the Documentation, (iii) incorporate the Software into or with other software; (iv) sublicense, rent, or otherwise provide or disclose the Software, the Documentation, the trade secrets or any other Intellectual Property Rights related to the Product, to any third party except as expressly permitted in this Agreement; (v) use the Software or any of the other Intellectual Property Rights related to the Product for illegal purposes or in violation of any third party's rights; (vi) reveal serial numbers, accounts, passwords, device identification numbers, or other information that could jeopardize the integrity of your RoamingiQ account; (vii) modify, delete or tamper with the Splash Screen containing the RoamingiQ Logo and Design mark and/or other RoamingiQ trademarks, trade dress and/or tag lines; (viii) delete, remove, conceal or modify any Intellectual Property Rights

notices or any other notices (concerning any applicable restrictions on use or export) on any Product; or use the Product to provide managed services to other entities.

b. Restrictions on Reverse Engineering. Except and only to the extent expressly authorized by applicable law, you will not reverse engineer, decompile, disassemble or reveal underlying ideas or algorithms, of the Software or any other trade secrets related to the Product except and only to the extent that is expressly permitted by applicable law notwithstanding this limitation. To the extent applicable legislation implementing Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991) (the "Directive") may allow you to decompile the Software or the Documentation in order to obtain information necessary to achieve the interoperability of an independently created computer program, you agree, prior to exercising any such possible rights under the Directive, to (i) first notify RoamingiQ of your good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directive; and (ii) provide RoamingiQ with a commercially reasonable amount of time to respond to you regarding that assertion.

c. Disabling Code. The Software includes or may include "disabling code" that will prevent the Software from operating normally following the last day of the license term or breach of agreement described below. You will not tamper with the Software in any way that would circumvent the disabling code.

4. Service Operations. Generally, the Product is installed and runs in third party data centers contracted by RoamingiQ to make the Software available for access to Customer via an internet connection. However, RoamingiQ may choose to operate such a data center at any time. While RoamingiQ endeavors to contract with reputable third parties that provide global hosting services, RoamingiQ bears no responsibility or liability with respect to the actions or malfeasance of such third parties. Licenses to access and use the Software are personal to Customer, and Customer shall be responsible for the interaction with any instance of the Software made available to Customer, including but not limited to the management of all Customer Data stored by or accessed through the Service.

a) Customer Data. As between Customer and RoamingiQ, Customer retains sole ownership in the Customer Data. Any functionality in the Service that allows for the collection, storage, access, or use of Customer Data is provided solely for Customer's benefit. Neither RoamingiQ nor any third party is authorized by RoamingiQ to access Customer Data, unless authorized by Customer or in connection with the provision or operation of the Service by RoamingiQ. However, RoamingiQ and such third party service providers will comply with any lawful process served upon them. Customer hereby grants to RoamingiQ a limited, non-exclusive, non-transferable, royalty-free license to reproduce, translate, encode and use Customer Data for the purpose of providing and improving the Services and to fulfill RoamingiQ's obligations under this agreement. Customer is solely responsible for and represents and warrants that it

has provided all notices and obtained all consents necessary to permit RoamingiQ to lawfully collect, store, access and use Customer Data in accordance with the terms herein.

b) Security Breaches. RoamingiQ believes strongly in providing a secure Service and takes reasonable steps in light of industry practices to help secure the Service and any Customer Data stored on the Service from unauthorized access. However, despite these steps, no method of security is 100% secure, and Customer acknowledges that unauthorized access may occur. RoamingiQ will promptly communicate to Customer any unauthorized access to Customer Data, of which RoamingiQ is actually aware, as soon as reasonably practical upon RoamingiQ's confirmation of the access. As the owner of the Customer Data, Customer shall be solely responsible for any further communication or announcement regarding any unauthorized access to Customer Data to any individuals or other entities to which the Customer Data pertains or relates in compliance with all applicable laws.

5. Fees & Payment.

a) Fees for Direct RoamingiQ and RoamingiQ Reseller Purchases. In the event that Customer is purchasing the Software from a RoamingiQ Reseller, then the payment terms shall be exclusively as defined between such RoamingiQ Reseller and Customer. In the event that Customer is purchasing access to the Software directly from RoamingiQ, then Customer shall pay the fees stated in the Order within thirty (30) days of the date of the applicable RoamingiQ invoice. All payment obligations, including for the length of a Service Term or volume based fees relating to Scope of Use, are non-cancelable and nonrefundable. Customer acknowledges that a failure to pay the applicable fees (either to RoamingiQ directly or to a RoamingiQ Reseller) may result in RoamingiQ suspending Customer's access to the Service, without prejudicing the rights of any party for remedies of a breach of contractual obligations. All fees owed by Customer in connection with this agreement are exclusive of, and Customer shall pay, all sales, use, excise and other taxes that may be levied upon Customer in connection with this agreement, except for employment taxes and taxes based on RoamingiQ' net income.

6. No Implied License or Rights. Except for the licenses in Section 2, RoamingiQ reserves all Intellectual Property Rights in the Product.

7. High Risk Activities. The Software is not fault-tolerant and is not intended for use in hazardous environments requiring fail-safe performance (for example, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, medical device and life support machines, or weapon systems) in which Software failure could lead to death, personal injury or severe physical and environmental damage ("High Risk Activities"). Accordingly, the RoamingiQ warranty excludes any High Risk Activities and you will not use the Software in connection with High Risk Activities of any kind.

8. Remote Server Communication.

a. Support Services Remote Server Communication. RoamingiQ Products are programmed to routinely communicate with remote servers owned or contracted for by RoamingiQ for purposes of delivering technical data of a non-personal nature on the current operating status of the Products including subscription license, firmware and its current version, device configuration, and number, types, frequency and utilization rates of devices and applications accessing the Product. This information is kept confidential and secure, and is required to provide service and support including Product updates. You agree to allow the Products to communicate with these remote servers for such purposes. RoamingiQ assumes no responsibility for (i) undesirable configuration changes, (ii) disclosure of configuration settings whether occurring inadvertently or as a result of compromised remote server; or (iii) service outage resulting directly or indirectly from such remote communications.

9. Consent to Use of Data. You agree that RoamingiQ and its affiliates may collect and use technical information that you provide in relation to support services related to the Products. RoamingiQ agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

10. Term and Termination.

a. License Term. Your license term starts on the date provided between you and your Reseller (the “Initial Term”) and will remain in force in accordance with the terms agreed upon between you and your Reseller. If you want to renew this Agreement and your license to use the Software, Documentation and other Intellectual Property Rights related to the Product, beyond the Initial Term (or any subsequent renewal period), you must contact RoamingiQ or your Reseller. In any event, your right to use the Software, the Documentation, the trade secrets and the other Intellectual Property Rights related to the Product following the Initial Term is dependent upon completion of the terms agreed upon between you and your Reseller.

b. Termination. Your license to use the Software, the Documentation and the other Intellectual Property Rights related to the Product, and at RoamingiQ’s option, this Agreement, will terminate immediately without notice from RoamingiQ if: (i) you fail to pay the license fee in accordance with the agreed payment terms; or (ii) you fail to comply with any of the terms and conditions of this Agreement; or (iii) you fail to comply with any of the terms and conditions of the agreement between you and your Reseller; or (iv) at the request of your Reseller or RoamingiQ; or (v) you become the subject of a bankruptcy proceeding, receivership, assignment for the benefit of creditors or other debtor relief proceeding or are insolvent. Upon the expiration or earlier termination of your license or this Agreement for any reason, you must, at RoamingiQ’s option, either return or destroy the Software and the Documentation. If you fail to do so, RoamingiQ has the right to remotely prevent your further use of the Software as described below.

c. Survival. The provisions of Sections 1, 3, 6, 7, 9, 10, 11, 12, 13 and 14 will survive expiration or termination of this Agreement for any reasons.

11. Export Control Requirements. In the event that you wish to export a Product from the United States, you agree to comply in all respects with the applicable United States export control laws and regulations. You will not export, directly or indirectly, any Product to any country without first obtaining any required licenses or approvals. You agree that you, and not RoamingiQ, are responsible for export control compliance; and you agree to indemnify RoamingiQ from any cost, expense, claim, demand, fine or penalty resulting from your failure to comply with applicable export control laws and regulations.

12. WARRANTIES AND LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN “AS AVAILABLE” BASIS, WITH ALL FAULTS. NO ADVICE OR INFORMATION GIVEN BY ROAMINGIQ. ARISING FROM COURSE OF DEALING, COURSE OR TRADE, OR ARISING UNDER STATUTE NO ADVICE OR INFORMATION GIVEN BY ROAMINGIQ OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. TECHNICAL SUPPORT IS NOT WARRANTED.

ROAMINGIQ DOES NOT GUARANTEE OR WARRANT THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION OR THAT PROVISIONING WILL BE COMPLETED BY A SPECIFIED DATE, EVEN IF YOUR ORDER HAS BEEN ACCEPTED. PROVISIONING IS SUBJECT TO FACILITY AVAILABILITY, OUR THIRD-PARTY VENDORS AND CONTRACTORS AND YOUR OWN COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES.

ROAMINGIQ DOES NOT WARRANT THAT THE PRODUCT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR WILL BE UNINTERRUPTED, ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS OR THE LIKE. ROAMINGIQ WILL NOT BE LIABLE FOR LOSS OF YOUR DATA OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT PERFORMANCE. NO WARRANTY IS MADE REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE OR THE INTERNET. NO WARRANTY IS MADE REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE OR ANY LINKS DISPLAYED. YOU ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET. DO NOT USE THE SERVICE IN ANY HIGH-RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY OR ENVIRONMENT OR BUSINESS MAY RESULT IN THE EVENT OF AN ERROR.

IN NO EVENT SHALL ROAMINGIQ (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD-PARTY LICENSORS, ITS RESELLERS, PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF ROAMINGIQ HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES OR ANY CLAIMS AGAINST YOU BY ANY PARTY FOR ANY CAUSE WHATSOEVER.

THE REMEDIES SET FORTH HERE ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

13. Protection of RoamingiQ's Intellectual Property Rights; Prohibition on Assignment. The Product contains, embodies or otherwise practices RoamingiQ or its licensors' valuable inventions, discoveries, works of authorship, trade secrets and other valuable intellectual property rights. You will not (a) use the Product except as expressly provided in Section 2 of this EULA or (b) disclose the Product to any other person without RoamingiQ's prior written consent, which RoamingiQ may grant, condition, delay or withhold in its sole discretion. You may not assign, sublicense or transfer this Agreement or any rights under Section 2 or elsewhere in this Agreement to any other person. You will indemnify RoamingiQ for all damages, costs and expenses, including attorney fees, resulting from any person gaining access to RoamingiQ's or its licensors' intellectual property due to your transfer of a Product to any other person in violation of this section.

14. Miscellaneous.

a. Controlling Law. This Agreement will be deemed to have been made in, and will be solely and exclusively construed under, the laws of the State of Massachusetts, United States of America, without giving effect to any law that would result in the application of a different body of law. The United Nations Convention on Contracts for the International Sales of Goods will not apply to this Agreement.

b. Dispute Resolution. Any and all disputes arising under or in connection with this Agreement will be brought and resolved solely, exclusively and finally in the state or federal courts located in Massachusetts, United States of America. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Massachusetts, United States of America, in connection with any claim, action, suit, or proceeding relating to this Agreement. A judgment of such court thereon may be entered in, and enforced by, any court having jurisdiction over the party against which an award is entered or the location of a party's assets and the parties irrevocably waive any objection to the jurisdiction of such courts based on any ground. Notwithstanding the foregoing, RoamingiQ will have the right to enforce its rights under Sections 1, 3, 10 or 13, including seeking injunctive or equitable or similar relief, from any court of competent jurisdiction wherever located. The parties hereby irrevocably waive any objection that they may now or in the future have to that venue or that the action or proceeding was brought in an inconvenient location. Notwithstanding the preceding, RoamingiQ may in its sole discretion, waive its rights under this section and instead elect to have any dispute arising out of or related to this Agreement resolved by the courts in any country where you are located, and in that case, you agree those courts will have exclusive jurisdiction in relation to that dispute.

c. Government Licensee. If you are acquiring any Product on behalf of any unit or agency of the United States Government, the Government acknowledges that: (i) the Product, including the Software, was developed at private expense; and (ii) the Software is "Restricted Computer Software" as that term is defined in Clause 52.227-19 of the Federal Acquisition Regulations ("FAR") and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement ("DFARS"). The Government agrees that: (x) if the Software is supplied to the Department of Defense ("DoD"), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "limited rights" in the Software as that term is defined in Clause 252.227-7013(a)(13) of the DFARS, and (y) if the Software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Software will be as defined in Clause 52.227-19(c)(2) of the FAR. In the event that any of the above referenced agency regulations is modified or amended, the subsequent equivalent regulations will apply.

d. Severability. If any provision in this Agreement is ruled entirely or partly unenforceable by any court of competent jurisdiction, then: (i) that provision will be deemed amended, and the parties will reform the provision to the minimum extent necessary to render it valid and enforceable in conformity with the parties' intent manifest in this Agreement; and (ii) the validity and enforceability of all provisions not ruled to be invalid or unenforceable will remain unaffected.

e. Inspection. RoamingiQ will have the right, at its own expense and upon reasonable written notice to you, to periodically inspect your premises and such documents as RoamingiQ may reasonably require, for the exclusive purpose of verifying your compliance with your obligations under this Agreement.

f. Information. Any collection of personal information is made for the purpose of better serving you, the user. You may provide personal information during the registration process and/or in connection with the use of the Product. You hereby consent and authorize RoamingiQ to collect and use such information solely for internal purposes of RoamingiQ. RoamingiQ's current Privacy Policy is posted on the RoamingiQ Website at <https://securedbyvault.com/privacy-policy>. RoamingiQ may amend its Privacy Policy by posting revisions on the RoamingiQ Website.

g. Additional Software. You agree that through your use of the Products, RoamingiQ may periodically offer you the opportunity to license additional Software, either royalty-free or for additional consideration.

h. Amendments. RoamingiQ may amend the terms of this Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at <https://www.roamingiq.com>, which amended terms will be binding on you.

i. Complete Agreement. This Agreement, including the Acceptable Use Policy and Privacy Policy, together constitute the sole, final and entire understanding and agreement between the parties with respect to the subject matter of those documents and may be amended only in a writing that has been signed by an authorized representative of RoamingiQ. Any different or additional term on any purchase order or other correspondence provided by you will have no force or effect and are not binding on RoamingiQ. This Agreement supersedes and terminates all prior discussions, understandings and agreements with respect to the subject matter.

j. Indemnification. You will defend, indemnify and hold harmless RoamingiQ and its Resellers and their officers, directors, employees, agents, affiliates, representatives, and distributors, from and against any and all suits, actions, claims, costs, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by RoamingiQ and its Resellers in connection with your breach of Sections 2, 3, 7, 11 or 13.

Should you have any questions concerning this Agreement, or if you desire to contact RoamingiQ for any reason, please write to: RoamingiQ, Inc. at the contact address provided at <https://www.roamingiq.com>.

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