

End User Agreement

Acceptance of the End User Agreement

PLEASE REVIEW THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN CRADLEPOINT AND CUSTOMER AND PREVAILS OVER ANY INCONSISTENT PROVISIONS IN ANY AGREEMENT WITH A CHANNEL PARTNER OR ANY PRIOR AGREEMENT BETWEEN CRADLEPOINT AND CUSTOMER. THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICES AND ANY HARDWARE OR SOFTWARE REQUIRED TO DELIVER THE SERVICES (DEFINED BELOW). THIS AGREEMENT ALSO INCORPORATES ANY SERVICE-SPECIFIC TERMS AND CONDITIONS THAT APPLY TO PURCHASED SERVICES. IF YOU ARE SIGNING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER. CUSTOMER'S CONTINUED USE OF SERVICES PROVIDED BY CRADLEPOINT SHALL ALSO CONSTITUTE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE AUTHORITY TO BIND CUSTOMER, OR CUSTOMER DOES NOT AGREE TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, INCLUDING THE PRIVACY NOTICE, DO NOT PROCEED WITH THE ACCOUNT REGISTRATION OR SETUP PROCESS AND DO NOT USE THE SERVICES.

CRADLEPOINT DOES NOT GUARANTEE THAT THE SERVICES ARE AVAILABLE IN OR MAY BE USED IN ALL COUNTRIES OR JURISDICTIONS. CRADLEPOINT MAY RESTRICT THE AVAILABILITY OF OR MODIFY SERVICES IN ANY LOCATION TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

This Agreement governs both Customer's: (1) purchase and use of Cradlepoint Services, and (2) provision and use of any Limited Release Services.

Customer represents that it is not a direct competitor of Cradlepoint and will not give access to the Services to any competitor of Cradlepoint or to any third party for benchmarking or other competitive purposes, unless Cradlepoint has provided express written consent.

Order of Precedence. If there are conflicts between the GSA Schedule Contract and this Agreement the order of precedence shall be the GSA Schedule Contract and then this Agreement.

Capitalized terms have the definitions stated in this Agreement.

1. CRADLEPOINT'S PROVISION OF SERVICES

1.1. **Provision of Purchased Services.** Customer will purchase Services from a Channel Partner for a designated Service Term and Entitlement as set forth in an Order Form. Subject to Customer's and End Users' use of the Services in accordance with this Agreement and applicable Documentation, Cradlepoint will: (a) make the Services available to Customer pursuant to this Agreement and Documentation, (b) grant Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Software in accordance with this Agreement, Documentation, and only as required to access the Services, and (c) provide the Services in accordance with laws and government regulations applicable to Cradlepoint's provision of its Services to its customers generally without regard for Customer's particular use of the Services.

1.2. **Customer Support.** Cradlepoint and/or its designated Channel Partners will provide Cradlepoint standard support for the Services to Customer during the designated Service Term at no additional charge, and/or upgraded support if purchased.

1.3. **Updates or Additional Services.** Cradlepoint makes continuous Updates to the Services in its sole discretion for any purpose deemed appropriate by Cradlepoint. Customer may only receive and use Updates or purchase additional Services beyond the current Entitlement if Customer has a current,

unexpired subscription to the Services. Cradlepoint will use reasonable efforts to give Customer prior notice of any material Updates, which notice may be provided via the Services, email, or other notification method.

1.4. **Evaluation Services.** If Cradlepoint makes Evaluation Services available to Customer, Customer may only use the Evaluation Services on a temporary basis for the designated period of time (the "**Evaluation Period**"). If there is no Evaluation Period specified, such use is limited to 90 days after the Evaluation Services are made available to Customer. If Customer does not stop using the Evaluation Services or the hardware on which it is authorized for use by the end of the Evaluation Period, Cradlepoint or a Channel Partner may invoice Customer for the applicable list price and Customer agrees to pay such invoice. The Evaluation Services may contain bugs, errors, or other issues. Unless approved by Cradlepoint, Customer will not use Evaluation Services in a production environment. Cradlepoint may stop providing the Evaluation Services at any time and Customer will stop using the Evaluation Services at such time. Any data Customer enters into the Services and any configurations made to the Services by Customer during the Evaluation Period will be permanently lost unless Customer purchases a subscription to the same Services before the end of the Evaluation Period.

1.5. **Limited Release Services.** Cradlepoint may make Limited Release Services available to customer to try at its option for a limited time period to be determined by Cradlepoint in its sole discretion and subject to any additional terms as may be established by Cradlepoint.

2. CUSTOMER'S USE OF SERVICES

2.1. **Customer's Responsibilities.** Customer will use the Service in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy and data security laws, employment, marketing and consumer protection laws and guidelines. Customer is responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Cradlepoint's knowledge or consent. Customer will also cooperate with Cradlepoint (i) in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services, and (ii) in connection with the performance of this Agreement by making available such personnel and information as may be reasonably requested by Cradlepoint. Customer is responsible for reviewing applicable Documentation (including usage materials) to implement the Service and configure privacy and security controls in accordance with Customer's IT and security policies and procedures.

2.2. **Restrictions.** Customer will not, and will not permit its End Users or any third party to: (a) use the Services in connection with any High-Risk Applications; (b) transfer, sell, sublicense, redistribute, use or make the Services available for third party usage, or for any purpose other than its own internal use, except as set forth in Section 2.3; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (d) modify, translate, or create derivative works based on the Service; (e) run or use any processes that run or are activated while Customer is not logged on to the Services or that "crawl," "scrape," or "spider" the Service; (f) facilitate any disruption, threat, or attack on the Services such as through the distribution of Malicious Code, denial-of-service attack, unauthorized penetration testing, or other action that poses a security risk to the Services, Cradlepoint's systems, or other users of the Services; (g) move the Services or any related hardware to any other country other than the Original Territory, unless authorized in writing by Cradlepoint; or (h) use the Services in any manner that (i) is illegal, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Cradlepoint, (iii) is unwanted such as sending unsolicited bulk, commercial, or spam messages in violation of law; (iv) places an unreasonable or unexpected load on the Services; or (v) may subject Cradlepoint to liability. The Customer account holding the Entitlement to the Software shall also hold title to any hardware

sold to Customer as part of the Service and Customer shall not transfer any hardware to any other third party.

2.3. **Managed Services.** If a Channel Partner desires to offer a Managed Service, and if approved by Cradlepoint, then Channel Partner must participate in Cradlepoint's managed service provider partner program and/or enter into a separate agreement with Cradlepoint to obtain the right to offer a Managed Service. Channel Partner acknowledges that in connection with offering a Managed Service it is the Customer subject to the terms of this Agreement. Channel Partner will: (a) hold the Entitlements with the corresponding rights to the Services, (b) contract with its own end users to provide a Managed Service pursuant to terms that are at least as protective of Cradlepoint and Cradlepoint's Services as this Agreement, (c) comply with then-current requirements of Cradlepoint's managed service provider program, (d) inform its own end users, prior to purchase, that the Products and Services include cloud services hosted in the United States and development and support services may be performed in the United States or other Cradlepoint locations worldwide, including using follow the sun coverage, (e) notify each end user in writing that the end user information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the applicable end user terms and Cradlepoint's Privacy Policy attached hereto and available at <https://cradlepoint.com/privacy-policy>, and (f) remain responsible for all acts and omissions, including any breaches of this Agreement, of its end users as if Channel Partner committed such act or omission itself. Channel Partner is an independent entity and has no authority to make representations or warranties, incur obligations, or otherwise act on behalf of Cradlepoint in any way. Cradlepoint may exercise any rights and/or remedies under this Agreement, at law or in equity, based upon such acts or omissions of Channel Partner's or its end users.

2.4. **Customer Contacts.** Customer will designate an employee who will be responsible for all matters relating to this Agreement ("**Primary Contact**") and a point of contact in the event of a security incident ("**Security Contact**"). Customer may change the designated Primary Contact and Security Contact at any time through its account settings on the Services. Customer will cooperate with Cradlepoint in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Cradlepoint may reasonably request.

3. CONFIDENTIALITY

3.1. The Receiving Party agrees: (a) not to divulge to any third person any Confidential Information, except to those employees, Affiliates, legal counsel and accountants with a need to have access thereto for purposes of this Agreement or to potential investors or acquirers (each a "**Permitted Recipient**"), and (b) to take the same security precautions to protect against disclosure or unauthorized use of Confidential Information that the party takes with its own confidential information, but in no event less than reasonable precautions to protect Confidential Information. The Receiving Party must ensure that any Permitted Recipient is subject to written confidentiality obligations no less restrictive than those set forth in this Agreement and will remain liable for any breach of this Section by Permitted Recipients.

3.2. The Receiving Party may disclose the Disclosing Party's Confidential Information if: (a) such disclosure is approved in writing by the other party prior to such disclosure, (b) is included in a filing required to be made by the Receiving Party with a governmental authority or is otherwise required to comply with applicable law or governmental order, provided it will provide notice to Disclosing Party (if legally permissible) and reasonably cooperate, at Disclosing Party's expense, to obtain confidential treatment or a protective order. Cradlepoint recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

3.3. Upon the reasonable written request of the Disclosing Party, the Receiving Party will either return, or certify to the deletion or destruction of all Confidential Information of Disclosing Party, unless prohibited by law, and provided that such request is submitted no later than 5 days after termination or expiration of this Agreement.

3.4. Customer acknowledges that Cradlepoint does not wish to receive any Confidential Information from Customer that is not necessary for Cradlepoint to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Cradlepoint may reasonably presume that any unrelated information received from Customer is not Confidential Information.

4. LICENSE AND USE OF DATA

4.1. Definitions.

“Customer Content” means all electronic data and information transmitted by or on behalf of Customer or its End Users through use of the Services.

“Customer Data” means all electronic data and information submitted by Customer for setup and provisioning of the Services, including all data regarding and submitted by or on behalf of Customer’s End Users. Customer Data does not include Customer Content. This includes, but is not limited to, any data or information provided by Customer while seeking support for the Services.

“Cradlepoint Data” means all information created, generated, collected, or compiled regarding Customer’s use of the Services including aggregated machine learning results, and related to the provision, performance, and operation of the Services, in an aggregate and anonymous manner that does not identify Customer or Customer’s Confidential Information.

4.2. **Limited License from Customer.** By using or accessing the Services, Customer hereby grants to Cradlepoint, its Affiliates, and applicable licensors and service providers a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable, limited right and license as necessary to provide, support, and ensure proper operation of the Services in accordance with this Agreement to: (a) host, use, copy, display, store, transmit, and modify Customer Data and Subscriber Data, and (b) host, copy, transmit, and display Customer Content.

4.3. **Customer’s Right to Data and Content.** Customer represents and warrants to Cradlepoint that: (a) it has valid legal bases for its data processing and obtained all necessary consents to provide contact details and any personal data that Customer provides to Cradlepoint; (b) it has complied with all applicable privacy, employment, consumer protection, marketing and data security laws and government guidelines, including without limitation all laws that apply to collecting, accessing, using, disclosing any Customer Data and Subscriber Data that Customer provides to Cradlepoint, and laws applicable to protection of minor children and students; (c) it has notified the relevant data subjects that Cradlepoint will be given such information for use in accordance with the terms of this Agreement; and (d) it has the right to access and use Customer Content in connection with the Services. Customer shall notify Cradlepoint as soon as reasonably practicable of any amendments required to any personal data either through the Service or as otherwise directed in the Privacy Notice. If Customer receives any notice or claim that any Customer Data, Subscriber Data, Customer Content, or activities hereunder with respect to any Customer Data, Subscriber Data, or Customer Content, may no longer be used or must be removed, modified, or disabled to avoid violating any third-party rights or any applicable law or regulation, Customer will do so promptly. If Customer does not, then Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Customer Data, Subscriber Data, and Customer Content.

4.4. **Use of Cradlepoint Data.** Notwithstanding anything else in this Agreement or otherwise, Cradlepoint may monitor Customer’s use of the Service, and in an aggregate and anonymous manner, compile Cradlepoint Data. Cradlepoint owns all right, title and interest in and to the Cradlepoint Data and may use, reproduce, sell, develop, and publicize Cradlepoint Data, provided that it does not identify Customer or Customer’s Confidential Information, including for the purposes of improving the Services generally and training machine learning models for general use and provision by Cradlepoint. To the extent needed to perfect Cradlepoint’s ownership in the Cradlepoint Data, Customer hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint.

4.5. **Protection of Customer Data.** Cradlepoint will maintain, and requires its subprocessors to maintain, reasonable administrative, physical, and technical safeguards to prevent unauthorized access to or disclosure of Customer Data and Subscriber Data, as described in the Documentation and Cradlepoint's Privacy Notice. Subject to Section 3.3, after termination of all Services provided to Customer, Cradlepoint will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control in accordance with Cradlepoint's data retention policy, unless legally prohibited. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Cradlepoint will make Customer Data available to Customer for export or download. After such 30-day period, Cradlepoint will have no obligation to maintain or provide any Customer Data.

4.6. **Compliance with Privacy Laws.** Unless otherwise expressly set forth in writing by Cradlepoint, Customer acknowledges that it is the data controller (or equivalent term used in the applicable law), as defined under applicable privacy laws, of Customer Data. Cradlepoint may process and store Customer Data in the United States, the European Economic Area (the "EEA"), or outside of the country where it was collected. Cradlepoint may transfer Customer Data outside the EEA using the standard contractual clauses pursuant to the Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any replacing version of such clauses adopted by the European Commission. Customer agrees that Cradlepoint may use subcontractors and subprocessors to provide the Service and such subcontractors and subprocessors may process Customer Data. Customer may transfer and access Customer Data from multiple locations around the world consistent with its global operations and in compliance with applicable laws and regulations. If Customer or its End Users use the Services in a location with local laws that regulate collection and use of data about individuals and transfer of such data outside of such jurisdiction, Customer accepts responsibility for compliance with all such applicable laws. The parties acknowledge that Cradlepoint is service provider as defined by the California Consumer Privacy Act of 2018 (as amended) and as may be defined under other U.S. state laws. For more information, please see Cradlepoint's privacy policy at Cradlepoint.com/privacy.

4.7. **Software Updates.** Customer should always use the most recent version of the Software and install patches and security fixes as soon as they are made available for download by Cradlepoint. Failure or delay to download increases security risks, including the ability to safeguard Customer Data. Cradlepoint is not responsible for any security incidents resulting from Customer's delay or failure to download. Cradlepoint shall have no liability for any claim based on or arising from, nor any obligations under this Agreement related to, the use of any version of the products that is not supported by Cradlepoint at the time the claim arises.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. **Reservation of Rights.** Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services, including Software, Evaluation Services, Limited Release Services, Cradlepoint Data, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any third party relating to the Services, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights. Customer retains any ownership rights in and to the Customer Content and Customer Data. As between them, each party retains all ownership rights in and to its Confidential Information.

6. PAYMENT OF FEES

6.1. **Fees.** Customer will pay the applicable Fees, without any right of set-off or deduction. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Order Form. If Customer uses the Services in excess of the applicable Entitlement, Customer shall notify Cradlepoint or the Channel Partner and, regardless of whether Cradlepoint or the Channel Partner is

made aware of such excess usage via notification or another way (such as pursuant to Section 6.4), then Cradlepoint or the Channel Partner may invoice Customer, and Customer agrees to pay, for such excess usage. Unless prohibited by law, all Fees paid hereunder are non-refundable and quantities purchased cannot be decreased during the applicable Service Term, including without limitation if this Agreement is terminated or Services are suspended in accordance with Section 7 below.

6.2. **Overdue Charges.** Unless otherwise specified by the Channel Partner from which Customer purchased the Services, unpaid overdue Fees may be subject to a finance charge of one percent (1.0%) per month calculated on the overdue amount, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees.

6.3. **Taxes. If applicable, and for GSA Schedule Orders in accordance with contract clauses 552.212-4(k), 552.212-4(x), and 552.229-70,** fees under this Agreement do not include any present or future taxes, levies, duties, or similar governmental assessments of any nature, including national, state or provincial and local use, sales, value-added, property, withholding and similar taxes, if any ("**Taxes**"). Unless otherwise explicitly agreed in writing at the time of purchase, Customer is responsible for paying all Taxes associated with its purchases (excluding taxes assessable against Cradlepoint's net income, property, and employees). Customer's payments are considered payments for the right to access and use of the Services and should generally be characterized as an automated service payment for tax purposes frequently referred to as 'business profits' under applicable income tax treaties. Customer acknowledges that Customer's payment does not represent a license or royalty payment and should not be subject to local country withholding tax. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof. If Cradlepoint has the legal obligation to pay or collect Taxes for which Customer is responsible, Cradlepoint will increase the Fees to cover such payment of Taxes and invoice Customer and Customer will pay that amount unless Customer provides Cradlepoint with a valid tax exemption certificate authorized by the appropriate taxing authority. Either party is entitled to contest the amount or validity of the imposition of any Taxes at its own expense or as mutually agreed upon, and each party agrees to furnish reasonable cooperation to the contesting party in any proceeding contesting the amount or validity of imposition of such Taxes. Both parties shall mutually cooperate to minimize the Taxes by availing any exemptions or treaty benefits, as applicable under the relevant laws of each jurisdiction

6.4. **Usage Review.** During the Service Term and for a period of 12 months after expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the Services to demonstrate compliance with this Agreement ("**Customer Records**"). Cradlepoint may request that subject to Government security requirements Customer allow Cradlepoint and its representatives access to the Customer Records during normal business hours and the Services within thirty (30) days of such request to review Customer's compliance with the terms of this Agreement, provided that Cradlepoint shall not make such request more than once per 12-month period. If the review process discloses underpayment of Fees: (a) Customer will pay such Fees; and (b) If applicable, and subject to sufficient Agency appropriations and Anti-Deficiency Act, Customer will also pay the reasonable cost of the review if the Fees owed to Cradlepoint are 5% greater than the amounts previously paid.

7. **TERMINATION; REMEDIES; SUSPENSION**

7.1. **Term of Agreement.** This Agreement starts on the date that Customer accepts it and continues until all subscriptions to Services have either expired or been terminated in accordance with this Section 7.

7.2. **Service Term.** The Service Term of each subscription shall be as specified in the applicable Order Form. If specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant Service Term. Except as expressly provided in the applicable Order Form, renewal of Services will be at Cradlepoint's applicable GSA Schedule list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the total volume or service term

length for any Services has decreased from the prior Service Term will result in revised pricing at renewal, without regard to the prior Service Term's pricing.

7.3. **Termination.**

7.3.1. Customer may terminate any Services or this Agreement upon thirty (30) days' written notice to Cradlepoint. Cradlepoint may terminate any Services or this Agreement immediately upon written notice to Customer in the event of: (a) any material breach of this Agreement by Customer and/or its End Users, including without limitation, any breach of Section 2.2, any export restrictions set forth in Section 11.1 of this Agreement or any Service-Specific Terms, and/or failure to pay any Fees or other amounts when due hereunder if such breach remains uncured at the expiration of the 30-day period, or (b) if Cradlepoint's provision of the Services or performance under this Agreement would cause Cradlepoint to breach applicable laws or cause material security or safety detriment to Cradlepoint, its employees, or contractors. Either party may terminate this Agreement upon notice to the other party: (i) upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.3.2. For the avoidance of doubt, when the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Cradlepoint shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.4. **Effect of Termination.** Unless otherwise required under applicable law, Customer agrees that upon any termination or cancellation of any Services or this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Cradlepoint at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation. Customer's access to all Services, and any licenses or rights granted hereunder, shall terminate upon any termination of this Agreement, except as set forth in Section 4.5 to retrieve Customer Data. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

7.5. **Service Suspension.** Notwithstanding anything to the contrary, Cradlepoint reserves the right to temporarily suspend or limit Customer's access to the Service if Cradlepoint determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) constitute a use of the service in violation of Section 11 (U.S. Government Matters) or any applicable laws or regulations; ; (b) damage the Service or interfere with Cradlepoint's ability to reliably provide the Service to other users; (c) place an unreasonable or unexpected load on the Service; (d) there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services; (e) Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Cradlepoint's systems or any other user of the Services, or may subject Cradlepoint or any third party to liability; (reserved; or (collectively, "**Service Suspensions**"). Customer understands that certain reasons for suspension are imposed on Cradlepoint by third parties, are subject to change without notice, and may result in Customer's access to the Services being suspended because of the actions of other users. Cradlepoint will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service

Suspension. If Cradlepoint receives any notice or claim that any Customer Data, Customer Content, or activities hereunder with respect to any Customer Data or Customer Content, may infringe or violate rights of a third party or any applicable law or regulation, Cradlepoint may suspend activity hereunder with respect to that Customer Data or Customer Content.

8. WARRANTY AND DISCLAIMER

TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS OR REMEDIES THAT MAY BE AFFORDED TO CUSTOMER:

8.1. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH HIGH-RISK APPLICATIONS. CRADLEPOINT AND ITS THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK APPLICATIONS;

8.2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CRADLEPOINT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR ANY FEATURE OR FUNCTION CONTAINED THEREIN AT THE TIME OF PURCHASE OR AS A RESULT OF ANY UPDATES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CRADLEPOINT WARRANTS THAT THE SERVICE WILL, PERFORM SUBSTANTIALLY IN ACCORDANCE THE WARRANTY STATEMENT OUTLINED IN THE CRADLEPOINT NETCLOUD MANAGER SERVICES ATTACHMENT BELOW. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES, SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS".

8.3. ANY USE OF THE SERVICES IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICES. CRADLEPOINT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT THAT ARE BEYOND ANY APPLICABLE OBLIGATIONS THAT CRADLEPOINT MAY HAVE AT LAW;

8.4. CRADLEPOINT PROVIDES EVALUATION SERVICES AND LIMITED RELEASE SERVICES "AS-IS" WITHOUT SUPPORT OR ANY EXPRESS OR IMPLIED WARRANTY AND CRADLEPOINT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WHATSOEVER RELATED TO SUCH SERVICES. CRADLEPOINT HAS NO LIABILITY RELATING TO CUSTOMER'S USE OF THE EVALUATION SERVICES OR LIMITED RELEASE SERVICES, WHICH CUSTOMER ACKNOWLEDGES MAY CONTAIN VARIOUS DEFICIENCIES INCLUDING, WITHOUT LIMITATION, BUGS OR SECURITY VULNERABILITIES.

9. LIMITATION OF LIABILITY

TO THE FULL EXTEN PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS OR REMEDIES THAT MAY BE AFFORDED TO CUSTOMER:

9.1. REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, CRADLEPOINT OR ITS CHANNEL PARTNERS OR THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER, ITS END USERS, OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CRADLEPOINT OR ITS CHANNEL PARTNERS OR THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9.2. CRADLEPOINT WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES OR ANY OTHER CONSEQUENCES THAT CUSTOMER MAY INCUR BECAUSE OF ANY SERVICE SUSPENSIONS OR LIMITATIONS RELATED TO CARRIER COVERAGE OR SUPPORT;

9.3. THE TOTAL LIABILITY OF CRADLEPOINT AND ITS SUPPLIERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE FEES PAID FOR CRADLEPOINT SERVICES HEREUNDER IN THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. CRADLEPOINT WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES OR ANY OTHER CONSEQUENCES ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO INSTALL ANY UPDATE TO THE SERVICES MADE AVAILABLE BY CRADLEPOINT PURSUANT TO SECTION 1.3.

9.5. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY NON-EXCLUDABLE RIGHT OR REMEDY IMPOSED UNDER STATUTE. TO THE EXTENT THAT CRADLEPOINT IS LIABLE FOR SUCH A NON-EXCLUDABLE RIGHT OR REMEDY, CRADLEPOINT'S LIABILITY IS LIMITED TO ONE OR MORE OF THE FOLLOWING AT CRADLEPOINT'S SOLE DISCRETION:

9.5.1. IN RELATION TO GOODS: (A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (B) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND

9.5.2. IN RELATION TO SERVICES: (A) THE SUPPLYING OF THE SERVICES AGAIN.

10. INDEMNIFICATION

10.1. **Customer Indemnity.** Subject to the Public Sector Addendum and the Anti-Deficiency Act.

10.2. **Indemnification Procedures.** Reserved.

11. U.S. GOVERNMENT MATTERS; EXPORT CONTROL

11.1. **U.S. Government End Use Provisions.** Cradlepoint provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government in connection with the Services shall be solely as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights. Any provisions that are inconsistent with applicable federal, state, or local procurement regulations are not enforceable against the government agency purchasing services under this Agreement.

11.2. **Export Control.** Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "**Controlled Subject Matter**"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject

Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo, sanction or other export control (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer’s use of the Service is deemed a representation and warranty by Customer that the End User is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. Customer may not remove the Controlled Subject Matter from, or otherwise use it outside of, the Original Territory, unless authorized in writing by Cradlepoint.

12. GOVERNING LAW AND VENUE; COMPLIANCE WITH LAW

12.1. **Governing Law.** Unless unenforceable under applicable law, this Agreement will be governed by and interpreted in accordance with the Federal laws of the United States. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 12.2 (Dispute Resolution), any legal suit, action, or proceeding arising out of or related to this Agreement or the Services will be instituted in the applicable courts identified below, and each party consents to the exclusive personal jurisdiction of these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any court of appropriate jurisdiction regarding any breach of its intellectual property or proprietary rights.

12.2. **Dispute Resolutions.** Reserved

12.3. **Compliance with Laws.** Both parties shall comply with all applicable federal, state and local laws and regulations of the United States and the Service location in performing their respective obligations under this Agreement.

13. MISCELLANEOUS

13.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. **Assignment.** Subject to the Public Sector Addendum and FAR 42.1204, this Agreement is not assignable, transferable or sublicensable by Customer except with Cradlepoint’ prior written consent. Cradlepoint may subcontract any performance associated with the Services to third parties, provided that such subcontract does not relieve Cradlepoint of any of its obligations under this Agreement.

13.3. **Entire Agreement.** Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Cradlepoint, except as otherwise provided herein.

13.4. **Order of Precedence.** If there is any conflict between this Agreement and any Service-Specific Terms expressly referenced in this Agreement, the order of precedence is: (a) such Service-Specific Terms; (b) this Agreement (excluding the Service-Specific Terms and any Cradlepoint policies); then (c) any applicable Cradlepoint policy expressly referenced in this Agreement. If Customer purchased the Services from a Channel Partner, the terms of this Agreement apply to Customer’s use of the Services and prevail over any inconsistent provisions in any agreement with the Channel Partner. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.5. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to a Force Majeure Event.

13.6. **Independent Contractors.** No agency, partnership, joint venture, or employment is created because of this Agreement and Customer does not have any authority of any kind to bind Cradlepoint in any respect whatsoever.

13.7. **Third Party Beneficiaries.** Unless expressly stated, this Agreement does not grant any right or cause of action to any third party. For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting, implementation, or other services in relation to the Services, are independent of Cradlepoint and Cradlepoint shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer's use of the Services.

13.8. **Attorney Fees.** If applicable and subject to the Public Sector Addendum and the Anti-deficiency Act, in any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.9. **Notices.** All notices and consents under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

13.10. **Amendments.** Cradlepoint reserves the right, in its sole discretion, to non-materially change, modify, add or remove provisions of this Agreement at any time. By using the Service after Cradlepoint posts any changes to this Agreement or otherwise notifies Customer of such changes, Customer agrees to accept those non-material changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel the Services.

13.11. **No Implied Waivers.** If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

13.12. **Language.** The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement are in English and, in the event of a conflict between a translation of any term herein into any other language, the English language version shall govern.

DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this End User Agreement.

"Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party (**"Disclosing Party"**) to the other party (**"Receiving Party"**) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Cradlepoint includes the Services, Evaluation Services, Limited Release Services. Confidential Information of each party includes business and marketing plans and strategies, technology and technical information, security reports and attestations, product plans and designs, and business processes disclosed by such party.

Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. This Confidential Information definition is subject to the Public Sector Addendum as applicable.

“Channel Partner” means a Cradlepoint-authorized reseller, distributor, or systems integrator authorized by Cradlepoint to sell Services.

“Cradlepoint” means Cradlepoint, Inc. or the Cradlepoint company otherwise specified in an Order Form.

“Customer” means the company or other legal entity accepting this Agreement (or represented by the individual accepting this Agreement) or that is using or accessing the Services.

“Documentation” means the applicable Service’s documentation, usage materials, and policies specifying the functionality of each Service, as updated from time to time, accessible via <https://customer.cradlepoint.com/s/> or login to the applicable Service.

“End User” means an individual: (1) who is authorized by Customer to use a Service, (2) for whom Customer has purchased a subscription or otherwise provisions a Service, and (3) to whom Customer (or, when applicable, Cradlepoint at Customer’s request) has provided login credentials. End Users may include employees, consultants, contractors and agents of Customer and its Affiliates.

“Entitlement” means the specific quantity, duration, user count, or other measurement of Services purchased by Customer.

“Evaluation Services” means Cradlepoint services or functionality that may be made available to Customer to try at its option at no additional charge which are clearly designated as proof of concept, evaluation, beta, pilot, developer preview, non-production, or similar description.

“Fees” means the applicable fees as set forth at the time of purchase by Cradlepoint or the Channel Partner from which Customer purchased the Services.

“Force Majeure Event” means an event beyond a party’s reasonable control, including acts of God, acts of government or war, flood, fire, earthquake, civil unrest, act of terror, strikes, riots, work stoppage, epidemics, pandemics, material shortages, restricting legislation, embargo, or Internet service provider failure, denial of service attack, or outage of a public communications carrier.

“High-Risk Applications” means any use of the Services that could lead to death, personal injury, or serious physical or environmental damage, including without limitation use in consumer automobiles or uses requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapon systems.

“Limited Release Services” means new services or functionality, identified as beta, pilot, limited release, evaluation, or other similar description that may be offered by Cradlepoint in its discretion from time to time.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, keystroke loggers, packet sniffers, encryption circumvention programs.

“Managed Service” means a combination of Channel Partner products or services with the Cradlepoint Services that Channel Partner delivers to Channel Partner’s end customers, which is (1) Channel Partner-branded in a manner that differentiates the Managed Service from the Cradlepoint Services and (2) supported by Channel Partner exclusively.

“Non-Cradlepoint Items” means hardware, software, materials, or other services or functionality that interoperates with a Service, that is provided by Customer or a third party.

“Order Form” means an ordering document, renewal, or online order specifying the Services to be provided hereunder that is entered into between Customer and Cradlepoint or any Channel Partner.

“Original Territory” means original shipping country or region as listed on Customer’s order for the services and approved by Cradlepoint.

“Service-Specific Terms” means additional Service related terms applicable to specific Services as set out at www.cradlepoint.com/legal and attached hereto.

“Services” means (1) the products, hardware, Software, and services that are ordered by Customer under an Order Form, (2) services or features ordered online through use of the Services, (3) Evaluation Services, or (4) mobile applications made available by Cradlepoint. Services may be hosted on servers under control or direction of Cradlepoint or its third-party providers. Services exclude third party applications, products, or services not provided by Cradlepoint.

“Service Term” means the period of time starting on the date that the Service is made available for Customer’s use continuing until the expiration or termination of the subscription as set forth in the applicable Order Form.

“Software” means the Cradlepoint operating software, firmware, including Updates, and applicable Documentation.

“Updates” means all updates, upgrades, bug fixes, error corrections, and other modifications to the Software, including changes, additions, or deletions of or to features or functionality.

Cradlepoint NetCloud Manager Services

These Service-Specific Terms describe the Cradlepoint NetCloud Manager Services. Customer’s subscription is governed by these Service-Specific Terms and the Agreement. Capitalized terms used in these Service-Specific Terms and not otherwise defined herein have the meaning given to them in the Agreement.

1. Description of Services

The Cradlepoint NetCloud Manager Services provides Customer with a cloud-based network management platform, accessible through a browser and mobile application, to configure, deploy, monitor, operate, and troubleshoot purpose-built LTE or 5G router and adapter endpoints to manage Customer’s wireless WAN. Cradlepoint may, in its discretion, also provide access to APIs and SDKs to enable connection to and integration with third party applications.

2. License to Software

Access to Cradlepoint NetCloud Manager Services requires End Users to download, install, and update from time-to-time certain software applications (the “**Client Software**”). Subject to Customer’s compliance with all of the terms and conditions of the Agreement and these Service-Specific Terms, Cradlepoint hereby grants Customer and its End Users a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Client Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this license. If there is a conflict between the terms of this Agreement and any license accepted to download the Client Software, this Agreement shall prevail. Customer is responsible for promptly downloading and installing any Updates to Client Software that Cradlepoint make available.

3. Limited Hardware Warranty.

All hardware products sold as components of the Services include a limited warranty (as set forth in the Cradlepoint Warranty, located at: <https://cradlepoint.com/legal/>) against defects in materials and workmanship through the designated last date of support, as set forth in Cradlepoint’s End of Life Policy, available at <https://customer.cradlepoint.com/s/article/End-of-Life-EOL-Policy-Guidelines>, (the “**EOL Policy**”) when: (a) used in accordance with Cradlepoint’s product documentation and (b) the hardware products are under a continuous, fully paid-up subscription to Cradlepoint NetCloud Manager Services. Cradlepoint’s limited hardware product warranty is non-transferable and extends only to the original purchaser of the products either directly from Cradlepoint or from a Channel Partner.

4. Harmful Code

Cradlepoint will not knowingly include in any Client Software provided to Customer hereunder any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Customer becomes aware that such computer code or other computer instructions, devices or techniques, it must promptly notify Cradlepoint. Cradlepoint will, within thirty (30) days of receipt of such written notification, endeavour to correct that or provide Customer with a plan for correcting the non-compliance. If the existence of such computer code or other computer instructions, devices or techniques is not corrected or if a reasonably acceptable plan for correcting it is not established during such period, Customer may terminate the affected Service as Customer’s sole and exclusive remedy for such non-compliance. Client Software and NetCloud Manager Services are also subject to the EOL Policy.

5. Service Level Objective.

Cradlepoint will use commercially reasonable efforts to make the Cradlepoint NetCloud Manager Services available 24 hours a day, 7 days a week, except for: (i) scheduled maintenance downtime, (ii) emergency maintenance, and (iii) any unavailability caused by circumstances beyond Cradlepoint’s reasonable control, including, a Force Majeure Event.

Cradlepoint Secure Location Services Terms and Conditions

These Service-Specific Terms describe the Cradlepoint Secure Location Services (“**Location Services**”) as an optional feature of the Cradlepoint NetCloud Manager Services available for use with certain Registered Devices. Customer’s use of the Location Service is governed by these Service-Specific Terms and the Agreement. If Customer does not accept these Service-Specific Terms, then Customer should not use the Locations Services feature. Capitalized terms used in these Service-Specific Terms and not otherwise defined herein have the meaning given to them in the Agreement.

1. Definitions

Following are definitions for certain capitalized terms used in connection with the Location Services.

- a. “**Subscriber**” means an End User that elects to use the Location Services.
- b. “**Subscriber Data**” means a Subscriber’s identity, phone number, email address, wireless carrier account information, billing information, the type of wireless device, Location Information, and any other personally identifying information captured by Cradlepoint or its third-party licensors and used within the Services in connection with Subscribers’ use of the Location Services. Subscriber Data does not include data provided directly to Cradlepoint by Customer for use in conjunction with opening, administering, or closing Customer’s Services account.
- c. “**Location Information**” means the approximate geographic location of a Registered Device in response to a Location Query, including the latitude/longitude, address, zip code, or position relative to a defined boundary or geo-fence.
- d. “**Location Query**” or “**Location Queries**” means electronic requests for Location Information made by Subscriber or the Location Services feature.
- e. “**Registered Devices**” Subscriber’s Cradlepoint devices managed by the Cradlepoint NetCloud Manager Services.

2. Description of Services

Cradlepoint’s Location Services provides geolocation services that allow Customer and its End Users to monitor the physical location of certain Registered Devices that support Global Navigation Satellite System (GNSS). Location Services enable Customer to:

- a. Automatically detect and set the locations of Registered Devices equipped with GNSS on the GeoView map based on either GPS or their proximity to their serving cell tower(s).
- b. Set the location of a router manually on the GeoView map.
- c. View the locations of Registered Devices using the GeoView map on the router and account dashboards through NetCloud Manager Services.
- d. Find a Registered Device’s last-known location.
- e. Create a trail of a Registered Device’s previous locations (Location Tracking).
- f. Create a trail of a Registered Device’s previous locations by displaying breadcrumbs on the GeoView map.
- g. Create virtual “Geofences” around Registered Devices on the GeoView map to signal when Registered Devices physically leave a Geofenced area.
- h. Create alerts to notify when a Registered Device leaves its Geofenced area.
- i. Configure the interval when Registered Devices report their locations to NetCloud Manager.
- j. Display the serving cell tower(s) for a Registered Device with tower connection information.

3. Grant of Rights and Limitations

- a. Subject to Customer’s purchase of a Subscription with rights to use Location Services and compliance with all the terms and conditions of the Agreement and these Service-Specific Terms, Cradlepoint hereby grants Customer and its End Users a limited, personal, non-sublicensable, non-transferable, non-exclusive, right to access the Location Services, solely for Customer’s and its

End Users' internal use in accordance with any accompanying documentation. Cradlepoint grants Customer the right to use the Location Services solely in conjunction with the use of Customer's Registered Devices.

- b. By accessing and using the Location Services, Customer, on behalf of itself and its End Users, expressly agrees to and hereby grants Cradlepoint a limited, irrevocable, royalty-free, sublicensable, non-exclusive license to collect, copy, reproduce, store, adapt, modify, translate, process, use, and disclose Customer Data (including without limitation, GPS coordinates, MAC address of a device, received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and IP address sent by devices using the NetCloud Manager Services) and Location Information to: (i) enable Cradlepoint to provide the Location Services, and (ii) improve location-based products and services, provided that such information does not identify Customer or Customer's Confidential Information.
- c. Customer further acknowledges and agrees that Location Information may be collected and used by Cradlepoint, its subprocessors and its third-party licensors in support and provision of the Location Services and that no notifications are provided to Customer or its End Users when such Location Queries are made. To allow Cradlepoint to provide the best user experience, the Location Services may utilize a third-party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. The Location Services also use Google Maps/Google Earth functionality. Customer shall use the Location Services in compliance with and agrees to be bound by the Google Terms of Service Google Maps/Google Earth Additional Terms of Service available at https://www.google.com/help/terms_maps.html.
- d. Customer acknowledges and agrees that the Location Services provides an approximate location of the requested Registered Device and does not provide guaranteed, timely, or accurate results. In order for the Location Services to work, the Registered Device for which Customer make a Location Query the Registered Device's modem and cellular carrier must support GNSS, the Registered Device must be turned on, charged and located within Customer's coverage area, among other factors. Accuracy of the Location Information obtained via the Location Services is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, and topography, available data, atmospheric conditions and other factors associated with use of wireless networks, satellites and satellite data. Cradlepoint reserves the right to set limits on the use of the Location Services in its sole discretion. The Location Services may be subject to other limitations, such as, for purposes of example, monthly limits on the number of Location Queries Customer may make. Cradlepoint will make commercially reasonable efforts to provide Customer with advance notice of any changes to Customer's usage limitations thirty (30) days prior to the end of the then-current Service Term.
- e. Support for Location Services may vary based on the carrier or network provider. Customer acknowledges and agrees that the Location Services coverage may be limited to the native network of the carrier. The Location Services may not provide Location Information for Registered Devices that are roaming or otherwise not on the designated carrier network. It may not be possible to utilize the Location Services to locate GSM or CDMA Registered Devices that are not in the United States or Canada.
- f. Customer agrees to use Location Services and the Location Information provided thereby only for lawful purposes, and Customer agrees to comply with all applicable laws and rules. Customer agrees that Customer will not misuse the Location Services and Customer will be responsible for any costs incurred by Cradlepoint or any other party (including attorney's fees) as a result of Customer's misuse or fraudulent use of the Location Services. Misuse or fraudulent use includes, but is not limited to:
 - Using the Location Services in such a manner so as to interfere unreasonably with the use of the Location Services by one or more other users or to interfere unreasonably with Cradlepoint's ability to provide the Location Services;

- Subscription fraud or unauthorized access to devices not provisioned for Location Services;
- Using the Location Services for any purpose not directly related to Customer's or its End Users' internal purposes;
- Using the Location Services to defame, harass, stalk, threaten or otherwise violate the legal rights of others;
- Using the Location Services to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials;
- Attempting or assisting another to access, alter, or interfere with the communications and/or obtain information about another user or device not owned by or licensed to Customer;
- Tampering with the security components of the Location Services or making an unauthorized connection to the network;
- Utilizing the Location Services or a Cradlepoint device to track an individual or private automobile or other device without such individual's consent;
- Accessing or obtaining location information of a device other than one of Customer's Registered Devices.

4. Customer Privacy Compliance

Customer agrees at all times to comply with all applicable privacy, employment, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing Customer Data and Location Information; all laws applicable to protection of minor children and students; privacy policy and content standards of the wireless carrier and network providers from which Customer requests Location Information; applicable privacy, marketing, or advertising guidelines issued by the Mobile Marketing Association (MMA); and the CTIA Best Practices and Guidelines for Location-Based Services. Please report abuse or any violation of this provision by email to privacy@cradlepoint.com.

5. Termination and Cancellation

- a. Customer may discontinue use of the Location Services at any time. To the extent permitted by law and subject to any non-excludable rights or remedies that may be afforded to Customer, Customer understands and agrees that the cancellation or termination of Customer's use of the Location Services is Customer's sole right and remedy under these Service-Specific Terms or the Agreement with respect to any dispute including, but not limited to, any dispute related to, or arising out of: (i) these Service-Specific Terms; (ii) the content available through the Location Services or any change in content provided through the Location Services; (iii) Customer's ability to access and/or use the Location Services; and (iv) the amount or types of fees, applicable taxes, or billing methods, or any change to such fees, applicable taxes, or billing methods.
- b. If there is a court order or regulatory requirement, Cradlepoint may suspend Customer's use of the Location Services at any time. Cradlepoint reserves the right to immediately terminate or suspend Customer's access to the Location Services if Customer fails to comply with any term or condition in these Service-Specific Terms, including but not limited to failure to pay fees when due.
- c. Upon any termination or cancellation of the Location Services, Customer acknowledges and agrees that: (i) Customer will not be entitled to a refund of any Fees paid for the Services and Customer's obligation to pay any balance due, shall survive any such termination or cancellation; (ii) Cradlepoint will not disable and Customer will be solely responsible for disabling the GPS functionality on Customer's Registered Devices; and (iii) Customer's access to Subscriber Data will immediately terminate.

Cradlepoint SIM Management Feature Terms and Conditions

These Service-Specific Terms describe the Cradlepoint SIM Management Feature. Customer's subscription is governed by these Service-Specific Terms and the Agreement. Capitalized terms used in these Service-Specific Terms and not otherwise defined herein have the meaning given to them in the Agreement.

1. Definitions

Following are definitions for certain capitalized terms used in connection with the Cradlepoint SIM Management Feature:

- a. **"API Credentials"** means certain credential information related to a Carrier's connectivity management platform, the specific character of which will be specified by Cradlepoint from time to time.
- b. **"Cradlepoint SIM Management Feature"** means the Service described in Section 2 below.
- c. **"Carrier"** means a third party that provides to Customer the SIMs to be managed by the Cradlepoint SIM Management Feature.
- d. **"SIM"** means a Subscriber Identity Module that is provided to Customer by a Carrier that offers a supported connectivity management platform for which Customer has obtained and provided to Cradlepoint the API Credentials and which Customer registers for management within the Cradlepoint SIM Management Feature.

2. Description of Services

The Cradlepoint SIM Management Feature is a Service that allows Customer to manage SIMs provided by Carriers and used within devices provided by Cradlepoint. If Customer chooses to purchase this add-on service, Customer can access the SIM Management Feature via NetCloud Manager. The Cradlepoint SIM Management Feature is not available with all Carriers. Customer may request the addition of a Carrier to the Service, with such addition to be made (or not made) in Cradlepoint's sole discretion.

3. Use of Services; Disclaimers

As a precondition to using the Cradlepoint SIM Management Feature, Customer shall provide the API Credentials and log into its carrier service provider account within NetCloud Manager. Customer shall provide updated or additional API Credentials upon request from Cradlepoint. Depending on the Carrier that has provided the SIM, additional set-up information or steps may be required. Some features may not be available with all Carriers. Customer acknowledges that the Cradlepoint SIM Management Feature does not include the procurement of SIM cards from Carriers, and that Customer shall be solely responsible for any and all charges, costs, or expenses related to the purchase or operation of SIMs or any service charges, data plans, or other charges related thereto. SIMs cannot be purchased through the Cradlepoint SIM Management Feature. Customer is solely responsible for purchasing SIMs and for managing its billing and customer relationship with the Carrier who provides such SIMs and any related services. All information reflected in the Cradlepoint SIM Management Feature is provided by the Carrier who provides each given SIM, and CRADLEPOINT MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY AT LAW OR OTHERWISE, AS TO THE FOLLOWING:

- a. ACCURACY OR COMPLETENESS OF ANY SIM INFORMATION DISPLAYED WITHIN THE CRADLEPOINT SIM MANAGEMENT FEATURE; and
- b. THE OPERATION OF ANY SIM OR THE DATA PLAN OR DATA/NETWORK/INTERNET CONNECTION RELATED THERETO.

Customer hereby agrees that its SIMs may be managed via the SIM Management Feature and acknowledges that all management decisions and actions taken by Customer, whether using the

Cradlepoint SIM Management Feature or not, are Customer's decisions alone and Cradlepoint provides no advice, guidance, or consulting with regard to such decisions and actions.

4. Substitution of Services

The Cradlepoint SIM Management Feature from time to time may be a Service resold by Cradlepoint that is sourced from a third-party vendor. Cradlepoint reserves the right to substitute the Cradlepoint SIM Management Feature with a replacement service that is similar in all material respects, which may include (without limitation) a third-party service or a service directly provided by Cradlepoint.

5. Cradlepoint SIM Management Feature Legal Terms:

- a. Customer shall not do any of the following: (a) assign, give, or transfer the Cradlepoint SIM Management Feature or any interest therein to another individual or entity; (b) use the Cradlepoint SIM Management Feature in a timesharing, service bureau, subscription service, or other rental use, or use it to manage SIMs that are not directly owned by Customer or its affiliates. Customer understands and acknowledges that it does not receive title to or ownership of the Cradlepoint SIM Management Feature or any related intellectual property.
- b. Customer shall not reverse engineer (except to the extent required by law for interoperability), disassemble, or decompile the software used to provide the Cradlepoint SIM Management Feature. Customer shall not duplicate the Cradlepoint SIM Management Feature or related software, except that Customer may make a sufficient number of copies for archival purposes.
- c. Upon the termination of the Agreement or the expiration of Customer's subscription to the Cradlepoint SIM Management Feature, Customer shall immediately discontinue use of the Cradlepoint SIM Management Feature.
- d. Customer shall comply fully with all export laws and regulations of the United States and other applicable export laws and regulations to assure that neither the Cradlepoint SIM Management Feature, nor any documentation thereto, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- e. Customer acknowledges that the Cradlepoint SIM Management Feature may be subject to a restricted license from a third party and Customer agrees that it is not permitted to modify the software elements of the Cradlepoint SIM Management Feature. Customer may permit agents or contractors to use the Cradlepoint SIM Management Feature on its behalf for Customer's own business purposes, subject to the terms of the Agreement and herein, provided that Customer shall at all times be responsible for such agents' and contractors' compliance with the Agreement and these terms.

6. Pricing and Payment

The Cradlepoint SIM Management Feature is only sold as an add-on to a NetCloud Manager subscription.

Cradlepoint NetCloud Exchange Terms and Conditions

These Service-Specific Terms describe the Cradlepoint NetCloud Exchange Services. Customer's subscription is governed by these Service-Specific Terms and the Agreement. Capitalized terms used in these Service-Specific Terms and not otherwise defined herein have the meaning given to them in the Agreement.

1. Description of Services

NetCloud Exchange (NCX) is a service delivery platform, an extension to the Cradlepoint NetCloud platform that enables the Customer to secure, connect, control and observe any user or thing to any application traffic. NCX Services are delivered using Service Gateway, which is a virtual machine (VM) that can be deployed in the Customer network, either in an on-premise data center or in Customer's virtual public cloud (VPC). NCX currently offers the following services:

- Secure Connect
- SD-WAN
- ZTNA
- HMF
- AIOps

2. NCX Service Gateway

The Service Gateway is the service delivery foundation for NCX and provides the secure data-plane and policy enforcement capabilities for Secure Connect to orchestrate agile networks from Cradlepoint routers in sites, vehicles, IoT, and remote workers to digital resources in the cloud, data center, and external sites. The gateway houses the common engines that power SD-WAN and subsequent security services at the network level. Delivered for a virtual infrastructure, cloud environment, or downloaded onto a physical server, the Service Gateway can be deployed on-premise in Customer's data center or in Customer's VPC. Currently, Azure, AWS, KVM and VMware are supported.

NCX Service Gateway is only sold as an add-on to a NetCloud Manager subscription. Service Gateway is sold based on capacity for the entire NCX solution. Pricing is calculated based on Service Gateway throughput and high availability for failover to provide resiliency. Each NetCloud Edge router will only support one tunnel on one active WAN interface at a time. Consult the applicable Service Gateway Deployment Guide for minimum hardware (physical or virtual), software, network, and service requirements.

Customer may purchase an optional high availability add-on license for a Service Gateway to enable failover if the primary gateway fails. Use of high availability add-on licenses requires: (a) one active Service Gateway on a primary virtual machine and a standby Service Gateway on a secondary virtual machine in the same data center, and (b) the number of primary Service Gateway licenses equals or exceeds the number of add-on licenses.

IF CUSTOMER'S ACTUAL THROUGHPUT EXCEEDS THE PURCHASED THROUGHPUT BY MORE THAN OR EQUAL TO 10%, THEN ALL EXCESS TRAFFIC WILL NOT BE TRANSMITTED THROUGH THE SERVICE GATEWAY. Customer can monitor actual throughput and available capacity using NetCloud Manager and may purchase additional throughput as needed.

3. NCX Secure Connect

Secure Connect is a network security solution that offers a simple-to-manage alternative to complex VPN infrastructures for securely connecting sites, vehicles, IoT, and remote workers. NCX Secure Connect provides any-to-any connectivity and reduces the attack surface by building undiscoverable network resources.

Depending on the site license selected, Secure Connect integrates with certain Cradlepoint NetCloud Edge routing and security endpoints to establish encrypted connections through the NCX Service Gateway, enabling secure access to applications and resources in the cloud or data center. Not all NetCloud Edge routers are compatible with Secure Connect. Secure Connect is only sold as an add-on to a NetCloud Manager subscription and may only be added into NetCloud root accounts. If Customer does not maintain a NetCloud Manager subscription, Customer will not be able to use Secure Connect.

4. NCX SD-WAN

NCX SD-WAN service delivers a software defined wide area network with a specific focus of optimizing traffic across redundant cellular providers and hybrid WANs. NCX SD-WAN provides application, resource, and named resource traffic steering, traffic classification, and an application quality of experience (QoE) dashboard.

Secure Connect service, including a Service Gateway, is a pre-requisite for the NCX SD-WAN service. If Customer does not maintain a NetCloud Manager subscription and Secure Connect site license, Customer will not be able to use SD-WAN. SD-WAN licenses are offered on a per-device basis for supported Cradlepoint endpoint devices. Cradlepoint may also require that Customer update to a minimum version of NCOS for the Service Gateway and participating endpoint devices.

5. NCX ZTNA

- a. NCX ZTNA enables identification, assignment, and management of user-to-application access by leveraging policies, identity, and context information to grant users zero trust access to corporate resources. Instead of providing shared access to network segments, connections are defined to corporate resources and are only built upon authentication. NCX ZTNA enables Customer to proactively maintain the security of Customer's network with continuous verification. Customer defines all policies within the ZTNA service, and all policy decisions to accept or deny access occur within the Customer's network environment.
- b. Creates networks that apply zero-trust principles with no default network level access and secure data-plane and policy enforcement
- c. Secure Connect service, including a Service Gateway, is a pre-requisite for the NCX ZTNA service. If Customer does not maintain a NetCloud Manager subscription and Secure Connect site license, Customer will not be able to use NCX ZTNA. NCX ZTNA licenses are offered on a per-user basis for supported Cradlepoint endpoint devices. Cradlepoint may also require that Customer update to a minimum version of NCOS for the Service Gateway and participating endpoint devices.
- D. CUSTOMER ACKNOWLEDGES THAT SOME COUNTRIES REGULATE USE OF TECHNOLOGIES AND SERVICES THAT MONITOR INDIVIDUALS, WHICH MAY INCLUDE THE USE OF NCX ZTNA. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LOCAL LAWS AND REGULATIONS.
- e. NCX ZTNA contains the Npcap OEM Windows packet capturing software (<https://npcap.com>) pursuant to a license agreement with Nmap Software LLC. Npcap OEM contains programming code from the Libpcap project (<https://www.tcpdump.org>) which is Copyright © by the TCPdump Group and its contributors. Npcap also incorporates code from the now-defunct Winpcap software (<https://winpcap.org>) which is Copyright © Netgroup, Politecnico di Torino, CACE Technologies, and the Regents of the University of California. In addition, Npcap contains an iieee80211_radiotap.h header file which is Copyright © David Young. Full license text and details for these 3rd party components are available in the Npcap-Third-Party-Open-Source.pdf file included with this program and/or available at <https://npcap.com/src/docs/Npcap-Third-Party-Open-Source.pdf>.

6. Hybrid Mesh Firewall (HMF)

NCX HMF is a centralized security policy management, enforcement, and monitoring solution for distributed enterprises. It includes application aware policy using deep packet inspection, web filtering, and reputation service (to clear certain domains based on reputation score), and threat management that offers continuous inspection for zero-trust traffic flows. Secure Connect and Service Gateway are a pre-requisite for the NCX HMF service. If the Customer does not maintain a NetCloud Manager subscription, Secure Connect and Service Gateway licenses, the Customer will not be able to use HMF. HMF licenses are offered on a per-device basis for supported Cradlepoint endpoint devices. Cradlepoint may also require that Customer update to a minimum version of NCOS for the Service Gateway and participating endpoint devices.

7. NCX AIOps

NCX AIOps, together with other Services, leverages machine learning to assist the Customer in managing its network by using machine learning models to analyze network usage in real time and provide insights and metrics to Customer. AIOps is designed to give Customer insights about its network, but not to make decisions for Customer. AIOps is not a substitute for competent, human-led network management, and is intended only as part of the decision-making process used by Customer to manage its network in light of Customer's various network needs and goals. By agreeing to the Agreement and using Services including AIOps, Customer acknowledges that Cradlepoint may use Cradlepoint Data and/or Customer Data for the purpose of the provision of AIOps solutions to Customer, including processing in machine learning model instances specific to Customer for the improvement of Customer's Services, and Customer instructs Cradlepoint to process its Customer Data for such purpose. Customer further agrees to the use of all such data (in anonymized form only) by Cradlepoint for purposes of improving the Services generally and training machine learning models (including large language models and similar models) for general use and provision by Cradlepoint. The features of NCX AIOps are constantly evolving and may be changed by Cradlepoint at any time, even if such change results in reduced functionality. By using or accessing the Services, Customer hereby grants to Cradlepoint, its Affiliates, and applicable licensors and service providers a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable, limited right and license as necessary to carry out the actions set forth in this Section 7.

8. Additional Disclaimer

CUSTOMER IS RESPONSIBLE FOR SECURING ALL ENDPOINTS, CONFIGURING ENCRYPTION OF DATA IN TRANSIT TO CRADLEPOINT AND THE NCX SERVICES, AND DEFINING ALL RULES AND POLICIES WITHIN THE NCX SERVICES. CRADLEPOINT DOES NOT REPRESENT OR WARRANT THAT (I) THE NCX SERVICES WILL GUARANTEE THE SECURITY OF CUSTOMER'S NETWORK AT ALL TIMES, OR (II) THAT NETWORK CONFIGURATION RECOMMENDATIONS OFFERED BY THE NCX SERVICES (INCLUDING AIOps) WILL BE COMPLETE, ACCURATE, SECURE, OR OPTIMAL. CUSTOMER TAKES FULL RESPONSIBILITY FOR ANY NETWORK MANAGEMENT DECISIONS MADE BY CUSTOMER. NEW THREATS, MALWARE, AND TECHNIQUES FOR OBTAINING UNAUTHORIZED ACCESS TO A NETWORK, DEVICES, AND DATA MAY DEVELOP AT ANY TIME.

9. Geographic and Export Restrictions

Some services and features are not available to certain customers in certain countries, depending upon legal and regulatory restrictions relating to the handling of data and customer's proposed use. In addition to the export restrictions set forth in the Agreement, Customer hereby certifies that its Service Gateway or data centers used to host the Service Gateway will not be located in any Embargoed Country.

10. Maintenance and Support

Cradlepoint will provide Maintenance and Support services based on the purchased tier of service.

Cradlepoint NetCloud Private Networks Terms and Conditions

These Service-Specific Terms describe the Cradlepoint NetCloud Private Network Service. Customer's subscription is governed by these Service-Specific Terms and the Agreement. Capitalized terms used in these Service-Specific Terms and not otherwise defined herein have the meaning given to them in the Agreement or, if not defined in the Agreement, in 47 C.F.R. Part 96, as amended from time to time (the "**CBRS Regulations**").

1. Definitions

Following are definitions for certain capitalized terms used in connection with the Cradlepoint NetCloud Private Network Service:

- a. "**eSIM**" means a digital subscriber identity module that enables an end user, utilizing an eSIM enabled mobile device, to access the NetCloud Private Network Service.
- c. "**Product**" means any (i) radio access point (whether indoor or outdoor) or (ii) SIM card or eSIM purchased, or otherwise obtained from Cradlepoint or a Channel Partner for use with the Cradlepoint NetCloud Private Network Service.
- d. "**Product Software**" means any firmware or software embedded in any Product and any update or other new release of such firmware or software provided to Customer from time to time.
- e. "**Spectrum Access System**" has the meaning given to such term in the CBRS Regulations.
- d. "**UDM Software**" means the unified device management system software that is installed by Cradlepoint in its NetCloud Manager instances, which provides functionality for managing the radio access point Products.

2. Description of Services

The Cradlepoint NetCloud Private Network Service is a private cellular network service that leverages the Citizens Broadband Radio Service which permits shared commercial use of the 3550-3700 MHz band (3.5 GHz band) subject to the CBRS Regulations. The Cradlepoint NetCloud Private Network Service is available only in the United States of America ("**USA**").

SIM cards or eSIMs obtained from Cradlepoint in connection with the Cradlepoint NetCloud Private Network Service may be used only to access the Cradlepoint NetCloud Private Network Service.

3. Spectrum Access System

- a. Cradlepoint hereby grants to Customer a limited term, personal, non-sublicensable, non-transferable, non-exclusive, right to access and use the Spectrum Access System provided by Cradlepoint to Customer, solely for Customer's internal business purposes and in accordance with any accompanying documentation. Customer acknowledges that the Spectrum Access System provided by Cradlepoint to Customer will be powered by either Google LLC, its successors or assigns ("**Google**") or Federated Wireless, Inc. or its successors or assigns ("**FW**" and, together with Google, the "**Third Party SAS Provider**").
- b. Customer will fulfill all applicable regulatory requirements, including full compliance with all applicable laws, regulations and policies related to Customer's use of the Spectrum Access System provided by Cradlepoint to Customer and in particular the requirements of the Federal Communications Commission.

- c. Customer will not, and will not permit any third party to: (i) remove, delete or alter any proprietary notices or labels appearing on the Spectrum Access System provided by Cradlepoint to Customer or any accompanying documentation; or (ii) use the Spectrum Access System provided by Cradlepoint to Customer to build a similar or competitive product or service.
- d. Customer acknowledges and agrees that the applicable Third Party SAS Provider owns all worldwide right, title and interest in and to its Spectrum Access System and any documentation relating to its Spectrum Access System (“**SAS Documentation**”). Customer agrees that the SAS Documentation constitutes Cradlepoint’s Confidential Information under the Agreement.
- e. Customer acknowledges that the Spectrum Access System, SAS Documentation, Products and Product Software are Controlled Subject Matter.
- f. **TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS OR REMEDIES THAT MAY BE AFFORDED TO CUSTOMER, THE THIRD PARTY SAS PROVIDER AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM, UNDER THESE SERVICE-SPECIFIC TERMS, ALL WARRANTIES INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
- g. Notwithstanding any provision in the Agreement to the contrary, the Third Party SAS Provider is an intended third-party beneficiary of these Service-Specific Terms for the Cradlepoint NetCloud Private Network Service and the Agreement as it applies to the Spectrum Access System powered by such Third Party SAS Provider. Cradlepoint is permitted to notify the Third Party SAS Provider of any breach by Customer of these Service-Specific Terms for the Cradlepoint NetCloud Private Network Service or the Agreement as it applies to the Spectrum Access System powered by such Third Party SAS Provider.
- h. If Customer uses the Spectrum Access System powered by Google, then Customer should be aware of the following terms as though it were the “Customer”: the acceptable use policy located at <https://cloud.google.com/terms/aup>; the terms applicable to the Spectrum Access System set forth at <https://cloud.google.com/cloud/terms/service-terms>; and, the terms set forth at <https://cloud.google.com/terms/data-processing-terms>.

4. Product Software

- a. In the case of Products that constitute radio access points, Cradlepoint or its licensor grants to Customer a perpetual (except for license revocation, as described below), non-exclusive, irrevocable (except for license revocation, as described below), royalty-free, and transferable (solely to any subsequent owner of the radio access point Product) license to use the Product Software solely within the Original Territory (and except for any jurisdictions where the use of the Product Software would be prohibited by applicable governmental sanctions or embargoes or applicable export control laws) in connection with such radio access point Product. Customer shall not: (i) adapt, reproduce, enhance, translate or otherwise modify the Product Software or any portion thereof; (ii) reverse engineer, reverse compile, decompile, disassemble or engage in any other similar manipulation of the Product Software; or (iii) remove, erase, tamper with or otherwise alter in any way any trademark, copyright notice or any other proprietary notice or legend or the like stamped on, affixed or otherwise attached to, or encoded or recorded in the Product Software. In the case of any breach by Customer of the foregoing restrictions, Cradlepoint’s licensor may terminate Customer’s license, upon written notice of termination to Cradlepoint (which Cradlepoint shall promptly transmit to Customer), if it provides written notice of the breach to Cradlepoint (which Cradlepoint shall promptly transmit to Customer) and if such breach is not cured within forty-five (45) days of Cradlepoint’s receipt of such notice.
- b. In the case of Products that constitute SIM cards, Cradlepoint grants to Customer a non-exclusive, royalty-free, worldwide, non-transferable and non-sublicensable license to use the Product Software for the purpose of operating such SIM card, for so long as Customer remains an

active subscriber to the Cradlepoint NetCloud Private Network Service, subject to compliance with the restrictions set forth below. Customer shall not: (i) rent, timeshare, lease, lend, or transfer any such Product Software; (ii) disassemble, decompile, reverse engineer (except to the extent that such restriction on reverse engineering is prohibited by law and then Customer shall provide Cradlepoint prompt written notice of any such action) such Product Software; or (iii) sublicense, copy, distribute, modify, or sell such Product Software.

5. UDM Software

Cradlepoint or its licensor grants to Customer a non-exclusive, royalty-free license to use the UDM Software solely within the Original Territory (and except for any jurisdictions where the use of the UDM Software would be prohibited by applicable governmental sanctions or embargoes or applicable export control laws), solely through Cradlepoint's NetCloud Manager Service, for the purpose of managing Customer's radio access point Products solely during the period in which Customer is receiving the Cradlepoint NetCloud Private Network Service. In the case of any breach by Customer of the foregoing license terms, Cradlepoint's licensor may terminate Customer's license, upon written notice of termination to Cradlepoint (which Cradlepoint shall promptly transmit to Customer), if it provides written notice of the breach to Cradlepoint (which Cradlepoint shall promptly transmit to Customer) and if such breach is not cured within forty-five (45) days of Cradlepoint's receipt of such notice.

U.S. Public Sector Addendum

This U.S. Public Sector Addendum (“**Addendum**”) is incorporated into and forms part of the Agreement. Capitalized terms used in this Addendum and not otherwise defined herein have the meaning given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government (“**Federal**”), as well as state, local, or public education entities created by the applicable laws of the applicable state (“**SLED**”). Cradlepoint understands that laws and regulations governing Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. To the extent the deviations set forth in this Addendum are required by applicable law, Cradlepoint and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Public Disclosure Laws.

Notwithstanding any confidentiality obligations in the Agreement, Cradlepoint acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure laws. Cradlepoint acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (if legally permissible) and reasonably cooperates, at Cradlepoint’s expense, if Cradlepoint wishes to obtain confidential treatment or a protective order.

2. Fees and Taxes.

Cradlepoint understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

3. Evaluation or Limited Release Services.

In addition to any terms and conditions set forth in the Agreement governing Evaluation or Limited Release Services, (i) any free services are offered without any expectation of future payment from Customer, and Cradlepoint expressly waives any future claims for payment from Customer in connection with any free services; (ii) any free service is provided to Customer as a Federal or SLED entity and not for the personal benefit of any specific government employee or personnel, (iii) Customer agrees it is legally permitted to receive free services for the permitted purposes; and (iv) Customer agrees its use of any free service does not create any conflict of interest and shall not adversely impact Cradlepoint’s or a Channel Partner’s ability to sell Cradlepoint products and services to Customer or any affiliated government entity.

4. Indemnification.

- a. No Customer Indemnification Obligation. To the extent applicable law prohibits Customer from indemnifying Cradlepoint, any terms or conditions in the Agreement requiring Customer to indemnify Cradlepoint shall be deemed void and not binding against Customer.
- b. Take Down Requirement. In the event of any Third-Party Claims brought against Cradlepoint arising out of Customer or its End Users’ use of the Services or breach of the Agreement, or alleging that Customer Content or Customer Data: (i) violates any law, regulation, or rule applicable to Customer’s use of the Services, (ii) infringes or misappropriates a third party’s intellectual property rights, or violates any privacy, employee, or consumer protection right, Cradlepoint may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease transmission of any Customer Content or use of the applicable Service, that is the subject of any Third-Party Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, Customer Content, or cease such applicable use of the Service, and certify such deletion or cessation to Cradlepoint in writing. Cradlepoint shall be authorized to provide a copy of such certification to the applicable claimant.

5. Disputes and Attorneys' Fees.

Notwithstanding anything in the Agreement to the contrary, if Cradlepoint believes a Federal Customer is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes). Any language requiring Customer to pay Cradlepoint's attorneys' fees is hereby deleted.