

Effective Date: 12th July 2024

Use of the products listed below is subject to the corresponding Product Terms below. These Product Terms are legally binding and are incorporated by reference into any IFS (“IFS”) Order/Order Form signed on or after the Effective Date above for the applicable product(s). Terms such as “Customer”, “Software” and “Application Software” have the meaning given to them in the Order/Order Form with IFS or other governing terms.

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PRODUCT LICENSE METRICS

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IFS Software Specific Terms

IFS Customer Engagement (IFS CE) - WhatsApp Social Media Channel -Terms of Use

In order to activate the WhatsApp social media channel customer agrees to the terms set out below. Customer understands and agrees that data collected in data collection form on IFS Customer Engagement Administrator Portal will be retained by IFS and passed to Twilio. The data will be used by both parties to enable and maintain the API. Twilio reference that use will be in accordance with [Twilio Privacy Policy](#). IFS reference that use will be in accordance with [Privacy, Cookies & GDPR | IFS](#)

This information will also be passed on to WhatsApp (owned by Facebook). Terms:

- Customer understands that the WhatsApp social media channel is only available through certain authorised providers. IFS works with Twilio to enable WhatsApp for IFS Customer Engagement utilizing the Twilio API for WhatsApp ("API").
- IFS Customer Engagement customers who wish to utilize API must have and retain a Facebook Business Manager account. To activate such account, customers must arrange through Facebook directly, not through IFS or Twilio.
- You will limit the use of your WhatsApp Business Account ("WABA") to your business. You are not entitled to swap or gain access to WABAs that are not created for your business. You will not permit access by government authorities or on behalf of third parties that represent a government authority without written approval from WhatsApp.
- In order to use the API you accept the WhatsApp Client Terms and you will accept such terms in the manner required by Twilio. A copy of the WhatsApp Client Terms will be provided to you by Twilio at the time of registering. You are required to complete the WhatsApp Terms of Service by completing a [separate Google Form](#) provided by Twilio. Completion of the form and acceptance of the terms is mandatory to enable WhatsApp through IFS CE.
- IFS do not charge a fee for use or access to the WhatsApp business solution, IFS may charge for other products and services. The WhatsApp business solution is not to be used standalone from IFS CE.
- Customer understands and agrees that the content of WhatsApp communications sent through the API will be visible in IFS CE and visible to Twilio.
- Customer understands that WhatsApp and Twilio reserve the right to immediately limit, suspend or terminate your access to the WhatsApp business solution if you are found to be violating their terms of service and WhatsApp reserve the right to suspend or terminate the WhatsApp business solution at any time. If so terminated, the API will no longer be available to Customer and Customer will not be permitted to use the WhatsApp social media channel. IFS shall not be liable, and disclaims any liability for, any such limitation, suspension or termination.

IFS AI TERMS

These IFS AI terms ("AI Terms") are supplemental to the Agreement and apply to artificial intelligence Software provided with the Software ("AI Technology(ies)"). Any third-party terms applicable to third party software shall apply and take precedence over these AI Terms as it relates to such third-party software.

1. Definitions

Definitions used in the Agreement shall apply in these terms, in addition to the additional definitions below:

"Result(s)" means any results generated while operating the AI Technologies or any content generated by AI Technologies as output, based on the data and other source content provided to the AI Technologies, including without limitation Customer Data, and the data used to train the AI Technologies.

2. Results

2.1 It is acknowledged and agreed that:

- (a) Results are provided for assistance and information purposes only and do not entail or constitute legal, financial, operational or professional advice;
- (b) Results are created based on a statistical analysis of the source content, without any understanding of the source content as such;
- (c) all Results depend on the quality of the input data or other source content on which the Results are based, and IFS cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or source content; and
- (d) given the nature of AI functionality, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Results, or which is otherwise unfaithful to the provided source content.
- (e) Customer is solely responsible for:
 - (i) The accuracy and quality of Customer Data and for any Results; and
 - (ii) Implementing appropriate controls and human oversight for verification and validation of bias within any source content and Results (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Results (including deciding whether any Results are suitable for the specific purpose to which they are put).

2.2 Without prejudice to Customer's rights in Customer Data:

- (a) Results may not qualify for intellectual property protection;
- (b) Similar or the same Results may be produced by the Software in response to similar requests from different customers; and
- (c) Customer's rights in any Results may not be enforceable against other users of the AI Technologies; and in any event, Customer's ownership in the Results is subject to IFS and/or its licensor's ownership rights in AI Technologies, IFS Materials, and data used to train the AI Technologies ("IFS Materials"). Customer is granted a license to use, and may only use, the IFS Materials in the Results to the same extent as Customer is permitted to use the Software.

2.3 IFS's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Results.

3. Legal Framework

Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Technologies is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the Software, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions.

4. Acceptable Use

4.1 Customer will use the AI Technologies responsibly and in a legally compliant manner.

4.2 Customer will not:

- (a) Use the AI Technologies or the Results to develop, train, or improve other AI functionality, services or AI models, unless explicitly permitted by IFS; or
- (b) Use web scraping, web harvesting, or web data extraction methods to extract data from the AI Technologies or Results.

4.3 Customer will not circumvent measures made available by IFS or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.

4.4 Customer will not process any health information protected by regulations that control the use of medical data by AI functionality including without limitation, the GDPR, AI Act and the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time).

IFS Energy and Resources Software Specific Terms

IFS Energy and Resources iLandMan Specific Terms

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the iLandman software:

1. Terms:

- 1.1. Storage Space: IFS provides Customer maximum disk storage space of 100 GB for IFS Energy and Resources iLandMan at no additional charge. If Customer's disk storage exceeds these limits, IFS will charge Customer for additional storage at a rate of \$500.00 per year for an additional 200 GB or \$1000.00 per year for an additional 450 GB of storage space. IFS will use reasonable efforts to notify Customer when the average storage used reaches approximately 90% of the maximum; however, IFS' failure to so notify Customer shall not affect Customer's responsibility to pay for additional storage. IFS reserves the right to establish or modify its general practices and limits relating to storage of Customer data during the term of this Agreement upon at least thirty (30) days prior written notice to Customer.
- 1.2. If at any time Customer's Net User count increases, and Customer moves into a higher pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Net User count) based on IFS's then-current standard fees for the new Net User count tier.
- 1.3. Notwithstanding anything to the contrary in the Agreement, the iLandMan products described herein shall be subject to the terms and conditions below. In the event of a conflict between the terms of the Master Agreement, or the SaaS Addendum and the terms and conditions below, the terms and conditions below shall govern and control.
- 1.4. IFS will use commercially reasonable efforts to operate the Hosted Environment and provide the SaaS Services and associated Maintenance for the Software as specified in this Order Form in accordance with the following:
 - 1.4.1. IFS will provide technical support for errors to customers who have become iLandMan Certified via the completion of the iLandMan Web Based Training Program. Customer will submit requests for technical support for errors via the iLandMan help desk, available through the iLandMan website, and iLandMan will respond to such requests within one (1) business day of submission. Technical support shall be available via email or phone correspondence, during normal business hours of 8:00 a.m. and 5:00 p.m. CST, Monday through Friday. Notwithstanding the foregoing, iLandMan shall have no obligation to provide technical support and upgrades for (i) corrections of difficulties or defects due to Customer's computer hardware, the computer environment, the computer operating system, use of the SaaS Services on equipment or an operating system not approved by iLandMan or other causes external to the SaaS Services.
 - 1.4.2. iLandMan SaaS Service Access. The iLandMan SaaS Services are made available to the Customer via the customer portal located at <http://www.ilandman.com>, with Customer specific login credentials.

IFS Energy and Resources Merrick Specific Terms

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the Merrick software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Active Well Count for its most recently completed fiscal year ("Annual True-Up"), which certification shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year. Customer agrees to provide information requested by IFS, such as Active Well Count within 60 days of such written request. If necessary, IFS may run a script on Customer's computer system in accordance with the terms of Agreement to verify Customer's compliance with this Order Form.
2. If at any time Customer's Active Well Count increases, and Customer moves into a higher completion count pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Active Well Count) based on IFS's then-current standard fees for the new completion count level.

IFS Energy and Resources Land Specific Terms

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the P2 Land software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Agreement Count for its most recently completed fiscal year ("Annual True-Ups"), which certifications shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year.
2. If at any time Customer's Agreement Count increases, and Customer moves into a higher completion count pricing tier or agreement tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Agreement Count) based on P2's then-current standard fees for the new level.

Tobin All Access (“TAA”) Specific Terms

1. Data Access:

1.1. TAA products ordered will be available solely through the Tobin Data Portal. Login and Password will be provided upon receipt of payment. Delivery of data in non-standard format(s) or by Tobin distribution will result in time and materials processing fees, based on IFS' then-current rates (which, currently are \$250 per hour (minimum fee of \$500)). Processing fees, applicable sales tax and shipping and handling will be invoiced with each delivery.

2. Tobin Add-ons:

2.1. Description: Tobin Connect product provides Customer with a Web map service (WMS) which provides Customer with a URL to embed pre-formatted TAA data licensed by Customer into third-party applications or proprietary, internally facing web-based map portals. P2 reserves the right to change, modify, add or remove functionality of Tobin Connect at any time.

Third Party Software Specific Terms

ORACLE

These terms are supplemental to the license terms with IFS. It is noted that ASFU licensing (Premium EE or Classic EE) is based on number of IFS Users, whereas FU licensing (SE 2 or EE) is based on number of users in combination with hardware configuration and processor licenses.

1. Definitions

The following terms shall have the following meanings as used in these terms:

- 1.1. "Oracle Application Specific Full Use Programs" (or "ASFU License") shall mean the Oracle software programs used in conjunction with and for the purpose of the IFS Application Software for which a restricted use license is granted on the terms set out below. This is a third-party software product.
- 1.2. "Oracle Programs" shall mean any Oracle software programs to which Customer has been granted a license by IFS.
- 1.3. "End User License" shall mean a nonexclusive, non-transferable right for Customer to use an object code copy of the ASFU License on these terms, for internal use only and not for purposes of any further distribution.
- 1.4. "Oracle User" means all users (physical persons and devices) accessing the Oracle database. All Oracle Users must be licensed, regardless whether the individual is actively using the database at any given time

2. Licenses

- 2.1 The standard Oracle Corporations global terms and conditions do not apply to the IFS ASFU license, the terms of which are specific to IFS. Any request directly to the Customer from a local Oracle affiliate to audit the use of Oracle ASFU, or contrary advice about Oracle licensing conditions, must be referred immediately to IFS and IFS will communicate directly with Oracle Corporation.
- 2.2 If the Customer is not licensing Oracle Programs from IFS, then the Customer agrees in accordance with IFS' instructions, to deliver a written statement confirming the existence of a valid license agreement approved by Oracle for use in conjunction with the IFS Application Software hereunder.
- 2.3 Subject to as specified in the applicable Order/Order Form and the due and timely payment of the applicable fees, Customer is granted a license to use the ASFU License for the applicable license term subject to the license terms with IFS as supplemented by the following terms:
 - 2.3.1 In the event of a conflict between the license terms with IFS and these terms, with respect to use of the ASFU License, these terms and conditions will prevail.
 - 2.3.2 Use of the ASFU License shall be permitted solely, expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries.
 - 2.3.3 Customer may permit agents or contractors (including outsourcers) to use the ASFU License on the Customer's behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the ASFU License in furtherance of such interactions subject to complying with the applicable license as well as these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the ASFU License and compliance with these terms.
 - 2.3.4 Customer shall have the right to use an object code version of the ASFU License solely in conjunction with and within the scope of the IFS Application Software.
 - 2.3.5 Customer may not (nor enable or permit others to): (a) use or permit use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) and make the Oracle Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).
 - 2.3.6 Customer may copy the Oracle Programs for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies.
 - 2.3.7 Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decompilation, translation, modification or adaptation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer shall not disclose results of any benchmark tests of the Oracle Programs to any third party without Oracle's prior written approval. Customer may not assign or otherwise transfer this license or the Oracle Programs.

- 2.3.8 Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the ASFU License for whatever reason, Customer shall discontinue use of the ASFU License (including all copies thereof) and either destroy them or return them.
- 2.3.9 The Oracle Programs are the proprietary products of Oracle and are protected by copyright and other intellectual property laws. Customer acquires only the right to use Oracle Programs and does not acquire any rights, express or implied, in the Oracle Programs or media containing Oracle Programs other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in the Oracle Programs and media.
- 2.3.10 Customer will permit IFS to audit the Customers (and any permitted Affiliate's) use of the ASFU License, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.
- 2.3.11 The ASFU License may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with the ASFU License is specified in the package documentation terms associated with the ASFU License and such third-party technology is licensed to the Customer for use only with the ASFU License and under the terms of the third-party license agreement specified in the ASFU License package documentation.
- 2.3.12 Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs. Moreover, Oracle disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.
- 2.3.13 The application of the Uniform Computer Transactions Act is excluded.
- 2.3.14 Oracle Corporation shall be designated as a third-party beneficiary for the purposes of the license terms with IFS and these terms.

3. Support and Maintenance

- 3.1. Subject to as specified in the applicable Order/Order Form and payment of the applicable fees, IFS will provide support and maintenance services to Customer for the ASFU License, including, where applicable, making available new versions of the ASFU License to the Customer on suitable data media or via suitable electronic means of transmission, in accordance with the applicable support and maintenance terms and these terms. In the event of a conflict between the aforesaid terms and conditions with respect to support and maintenance of the ASFU License, these terms will prevail.

IFS MIDDLEWARE SERVER

The IFS Middleware Server contains a third-party software product licensed to the Customer on the terms applicable to the IFS Application Software supplemented by these terms. In the event of any conflict between the applicable license terms for the IFS Application Software and these terms, these terms will prevail.

- (a) Customer is granted a license to use the IFS Middleware Server for the applicable term. Any unauthorized use of the IFS Middleware Server shall constitute cause for termination of this license. Use of the IFS Middleware Server shall be permitted solely in conjunction with and within the scope of the IFS Application Software, and solely for the internal business purposes of the Customer expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries. Customer may permit agents or contractors (including outsourcers) to use the IFS Middleware on the Customers behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the IFS Middleware in furtherance of such interactions subject to these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the IFS Middleware and compliance with these terms.
- (b) All hardware on which copies of the IFS Middleware Server resides must be licensed, and the licensed cores may be divided between the servers provided the total number of licensed cores is not exceeded (by way of example between live, test and hot backup servers).
- (c) Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decompilation, translation, modification or adaptation of the IFS Middleware Server (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer is prohibited from publication of any benchmark tests of the IFS Middleware Server. Customer may not assign or otherwise transfer this license or the IFS Middleware Server. Customer may copy the IFS Middleware Server for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the IFS Middleware Server, the Customer must destroy or return all copies to IFS.
- (d) The IFS Middleware Server may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the terms of the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the package documentation terms associated with the IFS Middleware Server and such third-party technology is licensed to the Customer for use only with the IFS Middleware Server and under the terms of the third-party license agreement specified in the IFS Middleware Server package documentation.
- (e) The IFS Middleware Server is the proprietary product of Oracle and is protected by copyright and other intellectual property laws. Customer acquires only the right to use the product and does not acquire any rights, express or implied, therein or media containing the program other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in IFS Middleware Server and media. Customer will permit IFS to audit the Customers use of the IFS Middleware Server, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.
- (f) Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the IFS Middleware Server. Moreover, Oracles disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.
- (g) Oracle Corporation shall be designated as a third-party beneficiary of the license terms with IFS and these terms.

2C8 MODELING TOOL

IFS has the right to grant license to Customer on behalf of 2conciate Business Solutions AB (hereinafter "2conciate") for use of the 2c8 Modeling Tool (the "Software"), as further set forth in this end user license and maintenance agreement (the "EULA").

1. LICENSE GRANT AND OWNERSHIP

Subject to payment of the applicable price, Customer is hereby granted a nonexclusive, non-transferable and non-assignable license to use the Software, in object code, and the appurtenant end user documentation necessary for such use, in accordance with the terms and conditions of this EULA, the Order/Order Form and the appurtenant end user documentation.

All title, copyright, trademark and other proprietary rights pertaining to or arising from the Software and the documentation referred to above in this Section shall remain with 2conciate.

Official 2conciate Software products, 2conciate services and all related materials are always written in English, but can be provided in other languages.

2conciate reserves the right to add Customer's name and logo to the reference list of Software users.

2. LICENSE ACTIVATION AND LICENSE KEY

The Customer accepts that a customer specific license key obtained from 2conciate is required to activate the Software license in a designated system ("License key") and that 2conciate is entitled to register information concerning Customer's designated system, number of users and use of the Software for the purpose of administrating License key's and its rights under this EULA. The Customer further accepts that the creation and distribution of the License key is subject to the full payment by Customer of the applicable Software price.

The Customer is responsible for the use of the License key and Software licenses activated by Customer's License key. Any additional activation of licenses under the License key shall be promptly payable by Customer in accordance with the current Software price. A license can be transferred to a new user if the reason is that the original user terminates his or her employment with the Customer. If the Customer wishes to transfer the license from one user to another for any other reason, a fee of 25% of current annual maintenance cost will be charged.

3. UNDERTAKINGS BY THE CUSTOMER

Without prejudice to the generality of the license granted under this EULA, the Customer undertakes the following with respect to the Software:

- (a) not to make copies or reproduce or translate or adapt or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws or in this EULA;
- (b) to maintain accurate and up-to-date records at all times of the number, location and number of users of all copies of the Software and on what equipment the Software is used and to notify 2conciate of any amendments necessary and to provide the information to 2conciate on request;
- (c) to supervise and control the use of the Software in accordance with the terms of this EULA;
- (d) to reproduce and include the copyright notice contained in or on the Software, on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein; and
- (e) not to provide or otherwise make available the Software in whole or in part (including but not limited to applications, program listings, object code, source program listings, and source code), in any form, to other persons then included in the Order/Order Form, 2conciate personnel or 2conciate authorized resellers or representatives, without prior written consent from 2conciate or as otherwise provided in this EULA or under the applicable mandatory laws.

4. ALTERNATION AND ADDITIONS TO THE SOFTWARE

Alternations and additions to or in connection with the Software may only be carried out by 2conciate or 2conciate authorized resellers or representatives and no liability whatsoever shall be accepted by 2conciate for any alternations or additions carried out by others than 2conciate nor for any effect on the Software.

Customizations of the Software to the extent and scope defined in the end user documentation are allowed and are in accordance with this EULA and are not in breach of the copyright of 2conciate Software. No copyright or other intellectual property rights are affected or transferred in making the customizations. No liability whatsoever shall be accepted by 2conciate for any customization of the Software nor for any effect may such customizations have on the Software or the support thereof.

5. WARRANTY AND LIABILITY

2conciate warrants that the Software shall upon delivery and ninety (90) days from delivery substantially conform to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. The Customer acknowledges that software in general is not free of errors and agrees that the existence of such shall not constitute a breach of the EULA. Software errors are defined for the purpose of the EULA as any error in the Software that substantially affects the Software's performance under the EULA.

In no event does 2conciate warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In the event that the Customer discovers an error and notifies 2conciate of such within three (3) calendar months of the delivery of the Software, 2conciate shall use reasonable endeavors to correct the error, provided that the error is not due to any modification, variation or addition to the Software not performed by 2conciate or by the incorrect use, abuse, or corruption of the Software or by use of the Software with other software or on equipment with which the Software is not compatible.

2conciate's obligation under above warranties shall be its sole liability and all other representations, conditions, warranties and terms, including without limitation the quality, fitness for purpose or merchantability of the Software, whether express or implied, statutory or otherwise, are hereby excluded save to the extent that the same are not capable of exclusion at law.

2conciate SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER, DIRECTLY OR INDIRECTLY, CAUSED BY OR ARISING IN CONNECTION WITH THE SOFTWARE, ANY NEW RELEASE OF THE SOFTWARE OR THEIR USE OTHERWISE, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER THE APPLICABLE LAW. NOTWITHSTANDING THE GENERALITY OF THE AFORESAID, 2conciate SHALL NOT IN ANY EVENT BE LIABLE WHETHER IN CONTRACT, TORT, BY REASON OF NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE, ITS USE OR ANY ITEM OR SERVICE PROVIDED OR IN RESPECT OF ANY EQUIPMENT OR PROPERTY USED IN CONNECTION WITH THE SOFTWARE, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THIS EULA.

The Customer shall be responsible for taking back-up copies of its data and data files and verifying the functionality of such back-up copies. 2conciate shall not be liable for the loss of, damage to or alteration of data or data files of the Customer due to any cause and the resulting damage and expenses incurred, such as expenses based on the re-creation of data files.

Except for any liability of 2conciate not able to be excluded at law, the liability of 2conciate shall not exceed fifty percent (50%) of the net amount actually paid to 2conciate in respect of the supply of the particular Software or services, which gave rise to the liability in question.

6. IPR

2conciate warrants that the Software does not infringe on any third-party rights, including patents and copyrights of any kind. This warrant is not valid for any graphical changes, modifications, alterations, translations or other changes initiated by the customer.

2conciate shall indemnify the Customer for any claims finally settled in court as well as legal expenses in connecting to the processing of cases regarding infringement of third-party patents, copyrights or other intellectual property rights relating to the Software.

2conciate shall be notified immediately when claims are submitted of the abovementioned nature, and 2conciate shall be entitled to take legal actions at own expense, or settle any case out of court in connection with such alleged infringements. 2conciate shall be given the right to choose legal actions and control the legal process. The absence of the above stated notification, or/and the Customer does not take actions decided by 2conciate, all rights to indemnification will be void.

2conciate shall be entitled to either obtain the right of continued use of such IPRs, or to make program changes to the effect that such infringements discontinues, or to terminate license with immediate effect and to return all fees paid by the Customer, which is the exclusive remedy in this effect.

7. TERM AND TERMINATION

This EULA shall be effective as agreed in the applicable Order/Order Form and for the applicable term specified therein. The license will be subject to co-termination if the IFS Application Software license terminate for any reason.

Without prejudice to other rights or remedies possibly available, either party may by notice in writing terminate this EULA with immediate effect if the other party is in breach of its obligations under this EULA and either that breach is incapable of remedy or the defaulting party shall have failed to remedy its breach within one (1) calendar month after receiving written notice requiring it to remedy that breach.

2conciate may furthermore terminate this EULA with immediate effect if (a) the Customer becomes incapable to meet its debts as they fall due, (b) the Customer suspends its business, (c) liquidation, bankruptcy, winding up, or reorganization proceedings against the Customer or its assets have been petitioned for or initiated, (d) the Customer proposes or undertakes a debt arrangement with its creditors or anything equivalent in effect, or (e) the Customer applies for or consents to the appointment of a receiver or trustee of a substantial part of its assets. In the event this EULA is terminated, the Customer shall return the Software and any new releases thereof and all documentation and materials related thereto or certify to 2conciate that such has been

expunged from the Customer's systems and destroyed.

8. SOFTWARE UPDATING AND SUPPORT

§1. Update service

2conciliate provides the Customer against payment of the annual fee (Update and support Fee) certain Software updating (Update service) to the Software to which the Customer is entitled under this EULA. This Section defines the terms under which the Software updating is provided to the Customer. All the applicable terms and conditions of this EULA shall apply to the Software updating.

§2. Updates

Updates of the Software shall be provided by 2conciliate commencing on the effective date of the Customer's purchase of the Update service.

§3. Update Term, Renewal and Termination

The initial period for the Update service is for the remainder of the current year from the commencement date and possible subsequent years as shown in the invoice for the order. At the end of this first period the Update service is automatically extended for another twelve (12) consecutive calendar months unless one of the parties thereto gives written notice of intention not to renew the Update service at least 90 days before the end of the then current period.

Unless the Update service is properly terminated as stated above, Customer shall promptly pay the total annual Update Fees, according to the at present time valid pricelist, for the initial and each renewal Update Term. Payment term is 30 days net.

2conciliate may choose to assign the right to invoice the Customer for the Update Fees to its authorized reseller or representative. 2conciliate may choose to annualize such update terms in future periods such that all agreements between the Customer and 2conciliate will have a common anniversary date. The Update Fee will be prorated to reflect any period different than one year. 2conciliate shall be entitled to adjust the annual Update Fee by notifying the Customer of the change in writing at least one-hundred-and-twenty (120) days before the expiration of the then current Update Term. 2conciliate agrees to provide Update service for the Software for a term of one (1) year from the Effective Date of the purchase of the Update service, as follows:

During the Update Term, 2conciliate shall supply the Customer with all Updates, defined as error corrections, modifications, enhancements, patches, fixes, alterations, or revisions to the Software and Documentation at no additional cost or charge, exclusive of reasonable charges for shipping and handling. The Customer is required to install any Updates to its continued use of the Software within 18 months of release. Releases older than 18 months are not supported.

§4 Versions

2conciliate agrees to provide Versions of the Software in a timely fashion. The version is numbered according to following.

- First number is called "Major" and consists of a big change in functionality and/or user interface.
- Second number is called "Minor" and consists of new functionality and changes that requires updating the server installation.
- Third number is called "Maintenance" and consists of bug-fixes which do not affect the server installation.

2conciliate shall be entitled to adjust the routines at any time. If routines are changed a notice shall be communicated at www.2c8.com.

During the Update Term, the Customer will give 2conciliate a written notice of any deficiency or performance dysfunction in, to or with the Software ("Error Notice"). In conjunction with an Error Notice, the Customer will provide the following data where necessary:

- (a) the operating conditions under which the defect/dysfunction occurs (including the specific hardware/software configuration);
- (b) a description of what occurs versus what should have occurred;
- (c) a representative example of inputs for repeating and analyzing the problem. Notifications shall be made according to routines specified in the Order/Order Form.

§5 Support

The customer has right to support. Support is available during 2conciliates local office hours, 9.00 am to 12.00 pm and 1.00 pm to 4.00 pm (CET + 1), except local public holidays. Support shall be addressed to 2conciliate by report forms available at www.2c8.com or mail support@2c8.com.

§6. Other services

The Customer will be responsible to pay 2conciliate's normal charges and expenses for time or other resources provided by 2conciliate for installation, including but not limited to, technical guidance, compatibility analyzes and customized instructions.

§7. Fees and expenses

The Customer shall contact 2conciliate or 2conciliate's authorized resellers or representatives for current fees, costs and expenses.

During the applicable Update term (as referenced in §3), the annual Update Fees will be subject to annual revision, in accordance with Statistics Sweden's Labor Cost Index for non-manual workers for information and communications companies, category "J" (the "LCI-J") to be calculated as follows: 100 % of the annual Update Fees shall be multiplied with the recorded change in LCI-J obtained by comparing the LCI-J for the first quarter each year with the corresponding index in respect of the previous year. The

PRODUCT TERMS



first quarter of the year in which the Update Service agreement was concluded by the Customer shall be the base quarter. The revised Fees will be applied from the next applicable due date of the annual Update Fees.

§8. Warranty and liability

Customer's rights and obligations, including Customer's limited warranty rights, concerning the use of any Builds and Versions (or any other programming provided by 2conciate, regardless of its form or purpose) shall be subject to, and as provided in, this EULA.

BING MAPS

Bing Maps is a third-party software product provided by Microsoft Corporation. IFS is an authorised reseller of Bing Maps.

These terms are supplemental to the IFS Application Software license terms between IFS and Customer and contains additional Terms of Use (“TOU”) regarding Microsoft Bing Maps (the “Services”). The term of the use right provided herein shall be as specified in the applicable Order/ Order Form.

Provided the Customer has a valid and current subscription for Bing Maps Customer email support is available direct from Microsoft at Bing Support (<https://support.discoverbing.com>).

1. Definitions.

Unless otherwise defined herein, the following terms shall have the meanings set forth below:

“Asset” means one of any of the following classes: vehicle, device or other mobile object.

“Bing Maps AJAX Control API” means the Bing Maps Java Script API that enables developers to create Web sites and mobile Company Applications with imagery and location functionality, as described in greater detail in the SDKs.

“Bing Maps iOS Control API” means the Objective-C control that enables developers to embed maps directly into native iOS Company Applications, as described in greater detail in the SDKs.

“Bing Maps Platform APIs” means collectively the following APIs: Bing Maps AJAX Control API, Bing Maps iOS Control API, Bing Maps REST Services API, Bing Maps Silverlight Control API, Bing Maps Silverlight Control for Windows Phone API, Bing Maps SOAP Services API, Bing Maps Windows Presentation Foundation Control API, and Bing Spatial Data Services API, including any successors or future versions of such APIs, and any other Bing Maps Platform APIs that Microsoft may offer via the SDKs.

“Bing Maps REST Services API” means the services that enable the use of REST URLs to perform tasks such as creating a map with pushpins, geocoding an address, retrieving imagery metadata or calculating a route, all as part of Company Applications, as described in greater detail in the SDKs.

“Bing Maps for Windows Store Apps API” means the programmable control that enables developers to create immersive Windows Apps Company Applications for Windows offered through the Windows Store, as described in greater detail in the SDKs.

“Bing Maps Silverlight Control API” means the programmable control that enables developers to create an immersive mapping experience with Silverlight in Company Applications, as described in greater detail in the SDKs.

“Bing Maps Silverlight Control for Windows Phone API” means the programmable control that enables developers to create immersive mapping experiences with Silverlight in Company Applications on Windows Phone, as described in greater detail in the SDKs.

“Bing Maps SOAP Services API” means the programmable SOAP services that enable developers to integrate maps and imagery, driving directions, distance calculations and other location intelligence into Company Applications, as described in greater detail in the SDKs.

“Bing Maps Windows Presentation Foundation Control API” means the programmable control that enables developers to integrate Bing Maps into Company Applications that use Windows Presentation Foundation, as described in greater detail in the SDKs.

“Bing Spatial Data Services API” means the services that enable the use of REST URLs to geocode and reverse-geocode large sets of spatial data and to create and query data sources in Company Applications, as described in greater detail in the SDKs.

“Company Application” means the IFS Application Software.

“Content” means the maps, images and other data and third-party content that Customer is authorized to access via the Services.

“SDKs” means the software development kits applicable to the Services, located [here](#), including all updated and replacement development kits.

“Bing Services” means, the Bing Maps Platform APIs to be provided by Microsoft.

2. General Restrictions.

The Customer may not:

- (a) Upload any content to the Bing Services, or use the Bing Services to display or perform in your Company Application, any content:
 - for which the Customer does not have all necessary permissions from the copyright holder(s);
 - which includes nudity or is obscene, indecent, pornographic or libelous;
 - which is intended to exploit minors in any way;
 - which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or
 - which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.

PRODUCT TERMS



- (b) Copy, store, archive, or create a database of the Content, except that geocodes may be stored locally only for use with your Company Applications.
- (c) Exceed a total of 1,000,000 batch geocode entities non-billable transactions or 10,000,000 non-billable transactions total using the Bing Spatial Data Services API in any 12-month period (all transactions above either of these limits will be billable).
- (d) Use Content, including geocodes, other than via an authenticated call to the Bing Services and/or in conjunction with a Bing Map.
- (e) Present or alert an end user to individual manoeuvres of a route in any way that is synchronized with the end-user's sensor-based position along the route (e.g. turn by turn navigation that tracks end-user's position using GPS and communicates a manoeuvre as the end-user approaches the location for such manoeuvre).
- (f) Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them here.
- (g) Use the Bing Services for business asset tracking, fleet management, or dispatch including, without limitation, to monitor or track the location or movement of Asset(s), including to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- (h) Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and
 - (i) contain a substantial portion of such listings for a particular country, city, state or zip code region.
 - (j) Use Content other than in combination with the Bing Services and not separately.
- (k) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.
- (l) Violate any applicable U.S. Export Administration Regulations or end-user, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.
- (m) Use the Bing Services in any way that threatens the integrity, performance or reliability of the Bing Services including performance or stress testing, or in any manner that works around any technical limitations in the Bing Services; except that you may test the performance of the Bing Services provided such testing is not at levels above Company's peak performance levels during the prior three (3) months.
- (n) Syndicate, redistribute, resell or sublicense access to the Bing Service or Content on a standalone basis, unless specifically allowed in your Bing Maps Agreement.
- (o) Falsify or alter any unique referral identifier in, or assigned to, a Company Application, or otherwise obscure or alter the source of queries coming from a Company Application.
- (p) Reverse engineer, decompile or disassemble the Bing Service, except and only to the extent that applicable law expressly permits, despite this limitation.
- (q) Integrate road maps from the Bing Service with road maps supplied by any third party. You may not replace aerial imagery from the Bing Service with imagery supplied by any other mapping platform. Notwithstanding the foregoing, you may overlay aerial imagery that you have the rights to use, provided that such imagery does not substantially replace the base aerial imagery provided by the Bing Service. You may incorporate various data layers of types not available through the Bing Service, in the Company Applications (for example, demographic or school location data). You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey roads data) with the Bing Service, provided that you have procured all such rights to the Ordnance Survey United Kingdom mapping data, that such use of the Ordnance Survey United Kingdom mapping data with the Bing Service is consistent with your Ordnance Survey license, and that you indemnify Microsoft for such use.
- (r) Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.
- (s) Download, print, distribute, transmit or manipulate the bird's eye imagery, or offer others that ability, through your Company Application.
- (t) Allow use of bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia, and/or Japan by a government entity.
- (u) Use Content from Ordnance Survey for non-publicly available Company Applications.
- (v) Use the Bing Service or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.

Additional restrictions may apply to use of particular Content or functionalities, as set forth in the SDKs from time to time.

TRAVEL MATRIX

The Hierarchical Travel Matrix Data software incorporates a third-party software product (“TomTom Products”), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer (“End User” or “Licensee”) agrees to observe the following EULA terms with respect to the TomTom Products (“Licensed Products”) and the related application authorized by IFS under the applicable Order:

1. General

- 1.A The use of the Licensed Products is restricted for Customer’s own internal business use and not for resale, distribution, sublicense or commercial use.
- 1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.
- 1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.
- 1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.
- 1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

THE LICENSED PRODUCTS ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS BASIS” AND TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY TOMTOM OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

- 1.G Customer shall not use the Software to provide competitive information about TomTom or its products to third parties.
- 1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.
- 1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A “digital map database” means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
- 1.J In the event that any Customer is a government entity, the following shall apply:

U.S. GOVERNMENT RIGHTS. If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Products, the construction that provides greater limitations on the Government’s rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 1992-202x by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.

U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as “Commercial Computer Software” or “restricted computer software”. Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void

and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

2. Specific conditions relating to certain products:

- 2.A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.
- 2.B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.
- 2.C Additional provisions with respect to TomTom Traffic Licensed Product: Customer specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on its servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- 2.D Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

3. Additional TomTom third party provisions

- 3.A The Licensed Products may include data which TomTom licenses from third parties. Customer will comply with all requirements and restrictions which such third parties may TomTom to impose on licensee's (and as may be updated and amended by TomTom from time to time). All applicable restrictions are set out at https://www.tomtom.com/en_gb/thirdpartyproductterms/terms/. The terms set out in such weblink may be updated by TomTom quarterly and it shall be Customer's responsibility to check, review and comply with any updated or amended terms that would apply to the Licensed Products.

TOMTOM REAL TIME TRAFFIC DATA PRODUCTS

The IFS PSO software incorporates a third-party software product (“TomTom Products”), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer (“End User” or “Licensee”) agrees to observe the following EULA terms with respect to the TomTom Products (“Licensed Products”) and the related application authorized by IFS under the applicable Order:

1. General

- 1.A The use of the Licensed Products is restricted for Customer’s own internal business use and not for resale, distribution, sublicense or commercial use.
- 1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.
- 1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.
- 1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.
- 1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

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- 1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.
- 1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A “digital map database” means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
- 1.J In the event that any Customer is a government entity, the following shall apply:

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U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as “Commercial Computer Software” or “restricted computer software”. Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole

or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

2. Specific conditions relating to certain products:

- 2.A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.
- 2.B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6- digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look- up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.
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CLICKLEARN

<https://www.clicklearn.com/docs/general-terms/terms-and-conditions>

CROSSER

1. Definitions

"Customer" means IFS' End-Customers.

"Products" means any Crosser Service and Software jointly. The Crosser Platform is a hybrid solution with a SaaS Service and Software.

"Service" means any Crosser SaaS service or product, such as Crosser Cloud, including Crosser Control Center, or any other current or future offerings that are delivered as a cloud/web or hosted service.

"Software" means the executable versions of the software programs owned, such as the Crosser Node, distributed or licensed by Crosser included in Software (and any part of them) which are to be supplied r to Customer and for which Customer is granted a limited license.

2. Service and Provisioning of Service

Crosser's Services are offered based on an assumption of 99.5 % average availability, based on an annual Service time of 24/365. The availability assumption does not cover downtime caused by planned maintenance windows, disturbance in availability caused by Customer or by force majeure events.

Without Crosser's prior written approval and subject to paying the applicable Service Fees, the Customer may solely use the Service for the Customer's and Customer's Affiliates own business and may not forward the Service or allow others to exercise the Service.

3. The Software and licensing of the Software

The standard End-User-License Agreement/Terms Acceptance Procedure do not apply to licenses resold/sublicensed by IFS. Instead the following terms shall apply. IFS may resell/sublicense Software licenses to Customers only to the terms and conditions below.

All Software licensed under the Agreement includes and requires a license granted by Crosser and requires the Customer to download and install the Software in Customer's premises within Customer's infrastructure. Subject to payment of the applicable fees, Customer is granted a limited, non-exclusive, right to use the Software.

The grant is based on an assumption of the Customer using the Software in an approved technical- and operational environment as specified at <https://support.crosser.io/portal/en/kb/articles/requirements>, and in accordance with the user- and technical manual and any other instructions provided by Crosser available here:

<https://support.crosser.io/portal/en/kb/articles/requirements>.

The features and limitations of each Software, and the types of results generated, are described in the Documentation. Crosser may at its sole discretion modify the features of Software from time to time without prior notice.

Without Crosser's prior written approval and subject to paying the applicable License Fees, Customer may solely use the Software for the Customer's and Customer's Affiliates own business and Customer Data and may not sublicense the Software or allow others to exercise the Software.

Customer understands and agrees that it shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which the Software is used. Usage shall be in accordance with applicable restrictions concerning privacy, intellectual property rights and other laws. Customer may not use the Software for any purpose other than as described herein or in the applicable product description or manual.

Customer/ understands and agrees to not intentionally (a) interfere with other customers' access to, or use of, software or Cloud Services, or with its security; (b) facilitate the attack or disruption of the Software, third party software or Cloud Services, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); or (c) cause an unusual spike or increase in the use of the Software that negatively impacts the Software's, third party software or Cloud Services' operation. "Cloud Service" means Crosser's or third party's hosted software-as-a-service offering or other cloud-enabled feature.

It is acknowledged that Crosser operates a trust model where End-Customers are allowed, at its discretion, to expand their use and add more capacity of the Software beyond the actually licensed scope ("Overage"). The End-Customer is responsible to monthly report any such Overage to IFS and Crosser will also technically monitor the use of the Software by the End-Customer and record such Overage.

4. The use of Third-Party Apps and Products

The Products supports integrations and other connections to certain non-Crosser services. If a Customer chooses to use a non-Crosser service with the Service, in doing so, the Customer hereby grants to Crosser permission to interoperate with the non-Crosser service. Such acquisition and use of non-Crosser services is governed solely by the terms of the relationship between Customer and the provider of the non-Crosser services.

The Products may allow Customer to access or acquire software, services, websites, links, content, material, integrations, bots or applications from independent third parties (companies or people who aren't Crosser) (jointly "Third-Party Apps and Products"). Crosser's Products also help Customer find, make requests to, or interact with Third- Party Apps and Products or allow Customer to share Customer Data, and Customer confirms that it understands that Customer is directing Crosser Products to provide Third-Party Apps and Products to Customer. The Third-Party Apps and Products may also allow Customer to store Customer Data

with a publisher, provider or operator of the Third-Party Apps and Products.

Although Customer may be able to connect to or otherwise access Third-Party Apps and Products and other non-Crosser services or other non-Crosser material through the Products, Customer acknowledges and agrees that: (a) Crosser does not control and is not responsible for any non-Crosser material; (b) Crosser has no liability with respect to any use of non-Crosser material; (c) Customer is responsible for complying with any licenses and other terms applicable to the non-Crosser material; (d) Customer agrees to assume all risk and liability arising from Customer's use of the Third-Party Apps and Products and other non-Crosser materials and that Crosser is not responsible for any issues arising out of Customer's use of them; and (e) Crosser is not responsible or liable to Customer's or any third parties for information or services provided by any Third-Party Apps and Products.

Any use or changes to Third-Party Apps and Products or any other non-Crosser material, including their availability or unavailability, during the term does not affect Customer's obligations and Customer is solely responsible for any Customer and third-party damage and claims arising from such use.

5. Proprietary Rights

Subject to the limited rights expressly granted hereunder, Crosser and its licensors reserves all rights, title and interest in and to the Products, including all related intellectual property rights. No rights are granted to Customer and its Affiliates hereunder other than as expressly set forth herein.

Customer may only modify the parts of the Product which are enabled for modification and integration to other software, without Crosser's prior written consent. Customer may not alter, translate, create derivative works based on the Product, decompile, reverse assemble or reverse engineer the Product, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law.

6. Warranties and Disclaimers

Crosser represents and warrants that the Services, Software, and Support provided by Crosser shall be (i) performed in a professional and workmanlike manner in accordance with generally accepted practice in the industry and pursuant to the provisions of the Agreement and appendices hereto and (ii) performed in accordance with applicable law.

Crosser warrants that the Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on infrastructure in accordance with Crosser's recommended technical requirements specified at <https://support.crosser.io/portal/en/kb/articles/requirements>.

Crosser further warrants that the Software will substantially conform to its specifications. Crosser does not warrant that the Software will operate in other hardware and software, or combinations thereof, than Crosser's recommended technical requirement available at <https://support.crosser.io/portal/en/kb/articles/requirements>, or meet requirements specified by the Customer. Crosser does not warrant that the operation of the Software will be uninterrupted or error free. The Customer acknowledges that error free software cannot be reasonably expected within the software industry. Crosser provides all third-party products and software as is.

Customer is solely responsible for any defects or malfunction due to Customer's installation or use of any products or software developed by Customer or by installation or use of Third-Party Apps and Products or any other non-Crosser material and Crosser disclaim any Customer and third-party claims based on such installation or use.

7. Limitation of Liability

Crosser's warranties and responsibilities do not cover indirect losses. Indirect losses include, but are not limited to, loss of profits, loss of business, losses caused by disruption or lack of availability, loss of and damage to data, any third-party claims made and any other consequential damages.

Crosser shall not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

8. Support

Support consists of assistance in correction of errors in a Product or any issue that is not covered by manuals or installation guides or other Documentation.

Support is offered on the Current Release (meaning the latest release) of a Software and the preceding Release (Current Release - 1). If Customer runs an older version of the Software (Current Release - 2 or older), Crosser may require Customer to upgrade the Software to a supported version prior to offering Standard Support.

Crosser's Support is provided by the Crosser Support Portal (www.support.crosser.io) or by email (support@crosser.io) during 8.00-17.00 CET weekdays excluding local public holidays.

Additional Support may be offered and provided by Crosser subject to payment of applicable fees.

ADOBE SIGN

www.adobe.com/go/terms

POKA

<https://www.poka.io/en/terms-conditions-policies>

OMNIBYTE TERMS

IFS has the right to grant access to and right to use OmniByte Software and provide OmniByte Services to Customer. This will be provided to Customer subject to these IFS OmniByte terms (“OmniByte Terms”), which are supplemental to the IFS terms and on payment of the applicable fees and charges.

These OmniByte Terms provide additional terms and conditions for Customer’s access to and use of the OmniByte Software and provision of any OmniByte Services. In the event of any conflict between any other IFS terms applicable hereto and the provisions of these OmniByte Terms, these OmniByte Terms shall take precedence.

IFS will use OmniByte and personnel from IFS Affiliates or partners around the world to provide any OmniByte Services.

1. DEFINITIONS

Defined terms used in these OmniByte Terms shall have the meanings given to them below:

“Aggregated Statistics” has the meaning set forth in Section 3.5.

“Authorized User” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the OmniByte Software under the rights granted to Customer pursuant to these OmniByte Terms and (ii) for whom access to the OmniByte Managed Service has been purchased hereunder in accordance with the applicable purchase order.

“Bug” means “a software defect in the OmniByte Software or the OmniByte Managed Service, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the OmniByte Software and the OmniByte Managed Service are set forth in the Software Documentation.

“Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the OmniByte Managed Service.

“Current Release” means the latest Release of the OmniByte Software offered by OmniByte for general commercial distribution and other currently supported Releases as designated by OmniByte in the then current OmniByte Support Policy.

“Environment” means the complete infrastructure and OmniByte Software installation running, which makes up the technical solution for a particular purpose, as specified in the applicable order. For example, “Production” or “Test”.

“Feedback” has the meaning set forth in Section 7.

“Fix” means a correction to an Issue, Bug or a Security Vulnerability in the OmniByte Software. Fixes are compatible with the applicable Current Release designated by OmniByte.

“Issue” means an identified Bug, Outage or other event impacting the performance of the OmniByte Managed Service.

“OmniByte Deliveries” means such portions of the OmniByte Software, OmniByte Managed Service, OmniByte Support Services and any other related services provided to the Customer as specified in the applicable Order Form, as well as the Software Documentation and any other appurtenant documentation provided in conjunction therewith.

“OmniByte Managed Service” has the meaning set forth in Section 3.

“OmniByte Software” means OmniByte standard, unmodified proprietary FormsPro OmniByte Software products, applications, “apps” and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use under an order. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

“OmniByte Support Services” means the support and maintenance purchased by Customer for particular OmniByte Software, which includes different support options, as specified on the Order Form. OmniByte Support Services may be limited to certain software installation(s), instance(s), environment(s), language version(s), and country(ies) /site(s) as specified in the applicable Order Form.

“Privacy Policy” has the meaning set forth in Section 3.7.

“Releases” means a version of the OmniByte Software designated by OmniByte as a “Release” and made available for general commercial distribution, typically containing new functionality, a cumulative set of Fixes and Improvements, as well as potential architectural changes.

“Service Suspension” has the meaning set forth in Section 3.6.

“Site” means the site at which the Customer utilizes the OmniByte Software.

“Software Documentation” means the reference documentation produced by OmniByte describing the function of, and provided together with, the OmniByte Software or the OmniByte Managed Service in either an on-line manual or knowledge base format.

“Third-Party Components” has the meaning set forth in Section 7.

“Upgrade” means a promotion from one Release of the OmniByte Software to the new Release, which may require a project assignment separately agreed in writing between the Parties, that may include implementation services and other related professional services.

2. OMNIBYTE SOFTWARE

If Customer has purchased a license to use the OmniByte Software, as further specified in the applicable Order Form, the following terms will apply:

2.1 LICENSE GRANT. Customer is granted a non-exclusive, non-transferable, limited license to download, install and use the OmniByte Software for any domains, servers and devices owned or otherwise controlled by Customer in accordance with the OmniByte Software Documentation.

2.2 COPIES. Customer may maintain a separate non-productive backup, disaster recovery and/or testing environment or server for the OmniByte Software. Customer may not have more than one active installation of the OmniByte Software unless Customer purchase additional OmniByte Software licenses.

2.3 USER RESTRICTIONS. Download and/or use of the OmniByte Software is limited to (a) the licenses purchased as specified in the applicable Order Form; and (b) the number of users Customer have licensed and paid for.

2.4 COMPANY RESTRICTIONS. Customer may use the OmniByte Software only to process Customer’s data or data of Customer Affiliates. The OmniByte Software may not be used to process the data of any other entity or to operate a service bureau.

2.5 FURTHER RESTRICTIONS. Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the OmniByte Software, except and only to the extent that it is expressly permitted by applicable law. Subject to these OmniByte Terms, Customer may view, print or download a reasonable number of copies of any content at the Site for Customer’s own informational purposes; provided, that Customer retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any content, materials or design elements on the Site for any other purpose is strictly prohibited without the express prior written permission of IFS or OmniByte.

2.6 SUPPORT, NEW RELEASES AND PLANNED MAINTENANCE. Provided Customer has a valid agreement for the provision of Support Services in regards of the OmniByte Software, Support Services will be provided to Customer pursuant to the applicable Support Terms, subject to the following terms:

- (a) OmniByte will maintain the Current Release so that it operates in substantial conformity with its Software Documentation and will make all reasonable efforts to resolve Issues of which OmniByte becomes aware.
- (b) Customer has the right to Fixes related to Current Release(s) as made available by OmniByte.
- (c) Customer has the right to any new Release of the OmniByte Software made available by OmniByte.
- (d) Customer’s use of Fixes and any new Release made available hereunder will be subject to the software license terms applicable to the OmniByte Software and/or, where relevant, the applicable third-party license terms.
- (e) Fixes are made solely for the purpose of the applicable Current Release and Customer accepts that there is no warranty as to the conformity with other Releases of the OmniByte Software or any other software. The implementation of new Releases of the OmniByte Software may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture, or functionality as prior Releases. The OmniByte Software Fact Sheet provides updated information about hardware compatibility and is updated with each new Release.

3. OMNIBYTE MANAGED SERVICE

If Customer has purchased the right to use the OmniByte Managed Service, as further specified in the applicable Order Form, the following terms will apply:

3.1 ACCESS TO THE OMNIBYTE MANAGED SERVICE. Customer is granted a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the OmniByte Managed Service during the subscription term for such service solely for Customer’s internal business operations by Authorized Users in accordance with the terms and conditions herein. Customer will be provided the access credentials to allow Customer access. The OmniByte Managed Service shall be comprised of:

- (a) Installation and initialization of the OmniByte Managed Service;
- (b) Facilitating network connectivity into the OmniByte Managed Service (excluding for the avoidance of doubt Customer’s network connectivity into the OmniByte Managed Service);
- (c) Management of OmniByte Managed Service and agreed Environments;
- (d) The provision of OmniByte Managed Service availability information generated through monitoring tools.
- (e) In order to assure the continuity of the OmniByte Managed Services, Customer must be in compliance with the Release/Service Update requirements described in the FormsPro Support Policy.

3.2 ACCOUNT USE. Customer is responsible and liable for all uses of the OmniByte Managed Service resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Attachment. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these OmniByte Terms if taken by Customer will be deemed a

breach of these OmniByte Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these OmniByte Terms applicable to such Authorized User's use of the OmniByte Managed Service and shall cause Authorized Users to comply with such provisions.

3.3 CUSTOMER DATA. Customer Data is owned by Customer. Customer, not OmniByte shall have sole discretion and control as to the Customer Data entered into and used with the OmniByte Managed Service. Accordingly, Customer have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and the right to use all Customer Data. OmniByte shall not be responsible or liable for Customer's deletion, destruction, damage, loss or failure to store Customer Data. Certain types of information are subject to special regulation which would give rise to specific data handling requirements under applicable laws and regulations ("Regulated Information"). OmniByte does not intend to receive Regulated Information and shall not be responsible for any requirements therefor.

3.4 PASSWORDS AND ACCESS CREDENTIALS. Customer is responsible for keeping Customer's passwords and access credentials associated with the OmniByte Managed Service confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to Customer's passwords or access credentials.

3.5 AGGREGATED STATISTICS. OmniByte may monitor Customer's use of the OmniByte Managed Service and collect and compile data and information related to Customer's use of the OmniByte Managed Service in an aggregated and anonymized, de-identified, or otherwise obfuscated manner, including to compile statistical and performance information related to the provision and operation of the OmniByte Software. ("Aggregated Statistics"). Customer acknowledges and confirms that all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by OmniByte. Customer acknowledge that OmniByte may compile Aggregated Statistics based on Customer Data input into the OmniByte Software. Customer agrees that OmniByte may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.6 SUSPENSION OF THE OMNIBYTE MANAGED SERVICE. Customer's and any other Authorized User's access to any portion or all of the OmniByte Managed Service may be temporarily suspended if: (i) IFS or OmniByte reasonably determines that (A) there is a threat or attack on the OmniByte Managed Service; (B) Customer's or any other Authorized User's use of the OmniByte Managed Service disrupts or poses a security risk to the OmniByte Managed Service or to any other customer or vendor of OmniByte; (C) Customer or any other Authorized User is using the OmniByte Managed Service for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) the provision of the OmniByte Managed Service to Customer or any other Authorized User is prohibited by applicable law; or (ii) any vendor of OmniByte has suspended or terminated OmniByte's access to or use of any third-party services or products required to enable Customer to access the OmniByte Managed Service (any such suspension described in subclause (i) or (ii), a "Service Suspension"). IFS shall use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access following any Suspension. IFS shall use commercially reasonable efforts to resume the provision of access to the OmniByte Managed Service as soon as reasonably possible after the event giving rise to the Suspension is cured. Neither IFS nor OmniByte will have any liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Suspension.

3.7 PRIVACY POLICY. In terms of privacy the OmniByte Managed Service is provided in accordance with OmniByte's privacy policy available at <https://omnibyte.com/privacy/> ("Privacy Policy") as amended from time to time as described therein.

3.8 CUSTOMER RESPONSIBILITIES. Customer is responsible for day to day functional administration and usage of the OmniByte Managed Services, including but not limited to the following:

- (a) Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;
- (b) Configuration and management of software (if any) installed on site with Customer (such as on-site print agents or off-shore environments);
- (c) Installation, configuration, and maintenance of any software on end-user machines;
- (d) Managing Customer Data;
- (e) Internal Customer case/problem management; centralized co-ordination of Incident reporting to OmniByte in accordance with the terms of this Agreement;
- (f) Creating and managing Authorized Users, profiles, settings and permissions;
- (g) Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;
- (h) Report management and archiving, and print manager configuration; and
- (i) Functional use of the OmniByte Managed Service, including integrations.

3.9 SOFTWARE SERVICE AVAILABILITY.

(a) Definitions. The following definitions applicable to this section only:

- (1) "Availability" means such times where the OmniByte Managed Service is available, i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total Service Hours in the relevant calendar month (calculated in minutes), "O" = Sum of Outages): $A = (T - O) \times 100\% / T$.
- (2) "Clock-Stop Events" means elapsed time, (a) during Scheduled Downtime, (b) waiting for necessary and requested response, input, assistance or approval from the Customer upon which the OmniByte Software performance depends, and/or (c) during which an Excluded Incident exists.
 - (a) An Excluded incident is an incident that is:
 - Outside the control of OmniByte or the Cloud Platform Vendor or by other elements outside the reasonable control of OmniByte; or
 - Relating to Content (Customer data and other data submitted to the Cloud Platform) or Configurations; or
 - A Customer-Induced issue or an issue arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the Services; or
 - An incident occurring or extending beyond the applicable Support Period or occurring as a result of an Environment being in a Non-Current State for reasons not attributable to OmniByte.
- (3) "Key User" means a person (or persons) appointed by the Customer who is trained and qualified to handle initial problem resolution and report Issues and Bugs in the OmniByte Software.
- (4) "Outage" means the elapsed net-resolution time during which it is not possible for one or more Authorized Users to log-in to the OmniByte Managed Service, as determined by OmniByte or the cloud services vendor from automated health monitoring and system logs, due to a failure in the cloud services. The duration of an Outage is measured during service hours on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.
- (5) "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the cloud services vendor for such service. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods (b) Customer initiated downtime; (c) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes of the OmniByte Managed Service; and (d) Cloud Services maintenance operations (scheduled by the cloud services vendor with notice provided approximately one week in advance).

(b) SERVICE LEVEL - AVAILABILITY TARGET AND SERVICE CREDITS.

- (1) The Availability target is 99.5% for the OmniByte Managed Service. In the event the Availability target is not achieved during any calendar month, the Customer is entitled to a service credit as specified below ("Availability Service Credit"). Any cumulative Availability Service Credits will be applied quarterly as a reduction to the Customer's next invoice.
- (2) The Availability Service Credit shall be:

Between 0.5% and 1% below Availability target: 5% of monthly OmniByte Managed Service fees due to OmniByte;

Between 1% and 5% below Availability target: 15% of monthly OmniByte Managed Services fees due to OmniByte; and

More than 5% below Availability target: 20% of monthly OmniByte Managed Services fees due to OmniByte.

Total Availability Service Credits per calendar month may not, in the aggregate, exceed the amount corresponding to one month's fees for the OmniByte Managed Service hereunder.
- (3) Any claim for an Availability Service Credit shall be reported as a Case by the Key User in the FormsPro case management portal, accompanied with a detailed written description of the applicable Incident to which it relates. Such a Case shall be raised within 60 days of the end of the calendar month in which the Outage to which the claim relates occurred. Customer must be in compliance with the IFS AUP to make such a claim. OmniByte will evaluate all information reasonably available to it and make a good faith determination of whether an Availability Service Credit is owed and will use commercially reasonable efforts to process claims within thirty (30) days of receipt. IFS will pass on any credit it receives from OmniByte. If the Availability target in regards of the production environment is not achieved during any consecutive three (3) calendar months in any contract year and for which the Customer was entitled to a Availability Service Credit ("Availability Failure"), the Customer may terminate the OmniByte Managed Service on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. In the event of termination pursuant to this section: (a) Customer will be provided with a pro-rata refund of any fees paid for the OmniByte Managed Service which relates to periods after the date of termination; and (b) Support Services shall continue, but on support terms for non- OmniByte Managed Service customers, for the period Customer remains entitled to such Support Services. Termination of the OmniByte Managed Service pursuant to this section 3.10 shall not impact any software license or other services (including for the avoidance of doubt Support Services) all of which will continue in full force and effect subject to the terms of the agreement in respect thereof. Customer acknowledges that the

Availability target is not warranted. Any Availability Service Credits due to the Customer and the remedies for Availability Failure shall be the Customer's sole remedy with respect to any failure to meet the applicable Availability target.

- (4) For the avoidance of doubt: (a) the Availability targets described herein are not part of or related to any other service level agreement or target as may be applicable between the parties e.g. for Support Services; (b) Availability Service Credits payable hereunder are alternative and not cumulative, which means that where a credit would be payable by OmniByte to Customer also under a different service level agreement for the same Incident, payment will only be made for the higher value one on a mutually exclusive basis e.g. where an Availability Service Credit is due as well as a credit in respect of Support Services; and (c) Availability Service Credits cannot be claimed for Outages constituting or resulting from Excluded Incidents.

4. USE RESTRICTIONS

4.1 Customer shall not, and shall not permit any Authorized Users to, use any OmniByte Software component, the OmniByte Managed Service or the Documentation for any purposes beyond the scope of the access granted in these OmniByte Terms. Customer shall not at any time, directly or indirectly, permit any Authorized Users to: (i) copy, modify, or create derivative work, in whole or in part, of the OmniByte Deliveries (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any component of the OmniByte Deliveries or any Documentation related thereto except as expressly permitted under this Attachment; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of OmniByte Deliveries, in whole or in part; (iv) use the OmniByte Deliveries in order to build a competitive product or service; (v) copy any features, functions, graphics, trademarks or copyright of the OmniByte Deliveries; (vi) use the OmniByte Deliveries to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) remove any proprietary notices from the OmniByte Deliveries or the Documentation; or (viii) use the OmniByte Deliveries or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule. If the restriction set forth in clause (iii) above is prohibited by applicable law, Customer shall provide IFS with detailed prior written notice of any such intention to reverse engineer the OmniByte Deliveries. Customer shall notify IFS and IFS and/or OmniByte shall be given a right of first refusal to perform such work at rates equal to those proposed by a recognized third-party software services provider for such work.

5. THIRD-PARTY COMPONENTS

5.1 The OmniByte Deliveries may contain or otherwise make use of software, code or related materials from third parties, including, without limitation, "open source" or "freeware" software ("Third-Party Components"). Third Party Components may be licensed under additional or other license terms that accompany such Third-Party Components Customer acknowledge and agree that these accompanying license terms govern their use. Nothing in these OmniByte Terms limits Customer's rights under, or grants Customer rights that supersede, the license terms that accompany any Third-Party Components. OmniByte shall: (a) pass through to Customer any warranty or other rights it receives for any Third-Party Components; and (b) reasonably cooperate with Customer in enforcing such rights, at Customer's expense.

6. TERM

6.1 The term shall be as set forth in the applicable Order Form.

7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 OmniByte owns all right, title, and interest, including all intellectual property rights, in and to the OmniByte Deliveries, and any improvements, enhancements or modifications thereto or derivative works thereof. OmniByte reserves all rights not expressly granted to Customer in these OmniByte Terms and except for the limited rights and licenses expressly granted under these OmniByte Terms, nothing in these OmniByte Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the OmniByte Deliveries.

7.2 Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. Any Customer suggestions or recommended changes to the OmniByte Deliveries, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), may be freely used by IFS and/or OmniByte irrespective of any other obligation or limitation under any applicable contract governing such Feedback and will be treated as non-confidential.

8. INDEMNIFICATION

8.1 BY CUSTOMER. Customer will indemnify, defend, and hold harmless each of IFS and OmniByte from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against IFS and/or OmniByte and its affiliates regarding: (i) Customer Data; (ii) Customer's use of the OmniByte Deliveries in violation of these OmniByte Terms; or (iii) use of the OmniByte Deliveries in violation of these OmniByte Terms.

8.2 BY IFS. IFS will indemnify, defend, and hold harmless Customer to the extent IFS is indemnified by OmniByte, from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent based on an allegation that OmniByte's technology used to provide the OmniByte Deliveries to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will IFS have any obligations or liability under this section arising from: (i) use of any OmniByte Deliveries in a modified form or in combination with materials not furnished by OmniByte and (ii) any content, information, or data provided by Customer, or other third parties.

8.3 POSSIBLE INFRINGEMENT. If IFS or OmniByte believes the OmniByte Deliveries infringe or may be alleged to infringe a third party's intellectual property rights, then IFS may: (i) obtain the right for Customer, at IFS's expense, to continue using the

OmniByte Deliveries; (ii) procure a non-infringing functionally equivalent replacement; or (iii) procure the modification of the OmniByte Deliveries so that they no longer infringe. If IFS does not believe the options described in this section are commercially reasonable then IFS may suspend or terminate Customer's use of the affected OmniByte Deliveries (and provide Customer with a pro-rata refund of prepaid fees for the OmniByte Deliveries).

8.4 GENERAL. The Party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDIES UNDER THESE OMNIBYTE TERMS FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE OMNIBYTE DELIVERIES.

9. DISCLAIMERS

9.1 OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE OMNIBYTE DELIVERIES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER CUSTOMER NOR IFS AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

9.2 The limitations of liability under the Master Agreement shall apply to these OmniByte Terms.

10. MISCELLANEOUS

10.1 MODIFICATIONS TO THE OMNIBYTE DELIVERIES AND APPLICABLE TERMS. The OmniByte Deliveries may be updated from time to time; if changed in a manner that materially impacts their functionality, Customer will be informed in writing.

In addition to these OmniByte Terms, Customer acknowledges that IFS's provision of the OmniByte Deliveries hereunder is subject to the OmniByte terms & conditions currently applicable to IFS, as amended from time to time. IFS will notify Customer in the event any change of the OmniByte terms & conditions entails a material change to the provision of the OmniByte Deliveries impacting the Customer's use thereof under these OmniByte Terms.

If in the reasonable opinion of Customer any of the aforesaid changes will materially impair the functionality or use of the OmniByte Deliveries then the Parties shall discuss in good faith the remedy or substantial mitigation of such impairment, the failure of which Customer may terminate the OmniByte Deliveries within 60 days of receiving notice of the change.

10.2 EXPORT REGULATION. The OmniByte Software and the Managed Service utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service to, or make the OmniByte Software, the OmniByte Managed Service, the software or technology included in the OmniByte Software or the OmniByte Managed Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service available outside the US.

10.3 GOVERNING LAW. Reference is made to the Master Agreement. ANY LEGAL MATTERS ARISING BETWEEN CUSTOMER AND OMNIBYTE IN REGARDS OF THESE OMNIBYTE TERMS WILL BE GOVERNED BY THE LAWS OF STATE OF NORTH DAKOTA EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

10.4 THIRD PARTY BENEFICIARY. Customer accepts that OmniByte shall be designated as a third-party beneficiary for the purposes of these OmniByte Terms.

IFS Energy & Resources License Metrics

License Metrics - Glossary of Terms

IFS Energy and Resources:

Product Name	License Metric	License Metric Definition
	Concurrent User	The maximum number of Users permitted to access the IFS Materials at one time.
	Named User	A User that has been issued an exclusive user identification and password to access the IFS Materials.
	User	Any human or non-human (i.e. automated system or similar) permitted to access the IFS Materials under the terms of the Agreement. For the avoidance of doubt, User means any instance of logging into the IFS Materials.
	User Limit	Either the maximum number of Named Users or Concurrent Users permitted to access and use the IFS Materials under the terms of the Agreement.
Qbyte Financial Management (FM)	Prime User	Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Casual User	A Qbyte FM User that requires update access, that is already a Prime User in Qbyte Metrix. 1 Casual User = 0.5 Net User
	Info User	Any User who has read access only. 1 Info User = 1.0 Net User
Qbyte CS Land and Qbyte Metrix	Prime Users	Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Info User	Any User who has read-only access. 1 Info User = .2 Net Users
Merrick and Operational Intelligence	Active Well Count	“Active Well Count” is defined as the number of completions processed by the Software or are subject to processing in any month.
iLandman	Net User	The sum of Users as stated in and calculated by referring to the Order Form (including this License Metric – Glossary of Terms)
	Full Use/User Admin	Users have read and write access. 1 Full Use User = 1 Net User
	View Only/Timesheet Only	Users have read access only. 1 View Only User = 0.5 Net User
P2 Land	Agreement Count	the number of the following land agreement types: Leases, Contracts, Deeds, Wells and Broker Tracts
Tobin Data	Enterprise	Customer’s own internal use in accordance with the terms and conditions of the Agreement in one (1) production Certified Operating Environment of Customer, excluding any Affiliates, without regard to the number of Users.

