

END USER LICENSE AGREEMENT

Please read this end user license agreement (“**Agreement**”) before installing, configuring and/or using the KETOS, Inc. (“**KETOS**,” “**We**,” or “**Us**”) software (“**Software**”). By installing, configuring, and/or using the Software in any way, you represent and warrant that you have the authority to bind the entity or individual identified as the customer (“**Customer**” or “**You**”) to this Agreement, and are unconditionally consenting to be bound by the terms of and become a party to this Agreement with KETOS. KETOS does not agree to any other terms, including without limitation any terms on Customer’s purchase order. If Customer has entered into a separate written agreement with KETOS regarding a license to the Software (“**Separate Agreement**”), the terms of such Separate Agreement shall continue in full force and effect, and the terms in this Agreement that are inconsistent with the terms of the Separate Agreement shall not apply.

1. Account

In order to gain access to the Software, You are required to set up an “**Account**” with Us. When You set up an Account, You are required to provide Us with your email address and select a password (collectively, the “**Account Credentials**”). We reserve the right to reject your Account Credentials and deny You access to the Software at any time, for any reason, in our sole discretion. You may not transfer or share your Account Credentials with any third party, and You are solely responsible for maintaining the confidentiality of your Account Credentials. You are solely responsible for any and all use of your account and all activities that occur under or in connection with your Account Credentials.

2. KETOS Content

The materials, information and content available on the Software, and any derivative works thereof, (collectively, the “**KETOS Content**”) are proprietary to Us and our licensors and shall be considered our confidential information. You agree at all times to hold in strict confidence and not disclose to any third party the KETOS Content, or any component thereof, except as authorized by this Agreement or otherwise approved in writing by Us. Subject to the terms and conditions herein, We hereby grant You a limited, non-exclusive, non-transferable license to use, display and reproduce the KETOS Content solely for your internal business use and for no other purpose, provided You limit access to the KETOS Content to only those of your employees or authorized representatives who have a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. We retain all right, title and interest in and to the Software and KETOS Content, and all related intellectual property rights. We reserve all rights not granted in this Agreement. You will immediately notify Us in the event of any loss or unauthorized disclosure of any KETOS Content. Upon our written request, or your termination of this Agreement, You must promptly delete or destroy all documents and other tangible materials representing any KETOS Content and all copies thereof.

3. Technology

You understand and acknowledge that (i) the Software, code, proprietary methods, and systems used to provide the Software, (ii) KETOS's solution devices and communication gateways and related hardware parts and embedded software (the "**Devices**"), and (iii) the services related to the Devices and Software (collectively (i)-(iii), "**Our Solutions**" or "**Solutions**") are subject to other intellectual property and proprietary rights and laws and owned by Us or our licensors. You may not (a) alter or modify, reproduce, republish, post, transmit, sell, offer for sale, or redistribute the Solutions, (b) reverse engineer, decompile, disassemble, or in any way attempt to derive the source code for the Solutions, (c) transfer the Solutions to any third party or make the Solutions available to any third party as part of any time-sharing or service bureau arrangement in any way without our prior written permission and the prior written permission of our applicable licensors, or (d) take any action intended to or reasonably likely to damage or otherwise impair the Software, Devices, Solutions, servers, or data. You may make only a reasonable number of copies of the Software documentation for its internal business use and You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Solutions. Nothing in this Agreement grants You any right to receive delivery of a copy of Our Solutions or to obtain access to Our Solutions except as generally and ordinarily permitted through the Software, according to this Agreement. Furthermore, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to Our Solutions. Any use of third-party software provided in connection with the Software will be governed by such third parties' licenses and not by this Agreement. You will not export or re-export the services without the appropriate United States or foreign government licenses.

4. Data

You will not share any data collected from your use of the Devices, Software, and services ("**Individual Performance Data**") with any competitor of KETOS or use such data for any purpose competitive with KETOS. You hereby grant to KETOS and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to aggregate, analyze, publish, distribute, and otherwise use the Individual Performance Data and any other data and information transmitted, collected, created, processed, visible or measured by or through the Devices, Software, and services, including the right to create analytics, metrics, metadata, measurements, evaluations, and derivatives based on the Individual Performance Data ("**Aggregate Data**"), for any purpose relating to our business, including supporting, improving, enhancing and/or optimizing the Devices, services, and/or Solutions, without attribution or compensation to You, provided that Aggregate Data may be used solely in an aggregated form that will not identify You or any of your authorized users.

5. Device Components

You may use the Device components only at the sites designated by Us. You will provide KETOS with reasonable access to the Device components for the purpose of inspection, repair or replacing malfunctioning Device components.

(a) KETOS Service

You and each authorized user will not allow anyone other than KETOS or its authorized agents to service any Device component.

1. You shall:

- i. exercise reasonable care in the use, handling and storage of the Devices to the same degree as You use with respect to your own valuable equipment, but in no event less than a reasonable degree of care for equipment of a similar kind and importance;
- ii. comply with all applicable federal, state and local laws, rules and regulations with respect to the use, handling and storage of the Devices;
- iii. take reasonable measures to protect the Devices from persons and conditions likely to damage or otherwise impair the functioning thereof; and
- iv. if applicable, cease all use of leased Devices and promptly return the Devices at the end of the lease term.

2. You shall not and shall not permit or cause any third party to:

- i. open the housing of, or otherwise access or inspect, the internal components of any Device;
- ii. use the Devices other than in accordance with the instructions or technical documentation;
- iii. move the Devices from the designated sites; or
- iv. distribute, sell, sublicense, assign, pledge, rent, lease, loan, timeshare, transfer or provide access to the Devices to any third party.

(b) Self-Service

Upon prior written approval from KETOS regarding a particular Device and service, You may perform service on the particular Device subject to the limitations in this Section 5(b) (“**Self-Service**”). Self-Service shall be considered to have been performed upon opening of the housing.

1. You shall:

- i. perform the Self-Service on the particular Device only as explicitly instructed by KETOS, including documenting all aspects of the Self-Service;
- ii. limit performance of the Self-Service to the particular Device to appropriate individuals who have been trained by KETOS; electronics; or
- iii. limit performance and observance of the Self-Service only to personnel authorized in writing by KETOS;
- iv. exercise reasonable care and safety in the use, handling and storage of the Devices and components thereof to the same degree as You use with respect to your own valuable equipment and potentially hazardous materials such as hazardous fluids, but in no event less than a reasonable degree of care for equipment and materials of a similar kind and importance;

- v. comply with all applicable federal, state and local laws, rules and regulations with respect to the use, handling and storage of the Devices and components thereof;
- vi. take reasonable measures to protect the Devices from persons and conditions likely to damage or otherwise impair the functioning thereof; and
- vii. if applicable, cease all use of leased Devices and promptly return the Devices at the end of the lease term.

2. You shall not:

- i. photograph, record, create an illustration of, or otherwise document, reproduce, transfer, or transmit, directly or indirectly, the internal components of any Device;
- ii. reverse engineer, decompile or otherwise attempt to derive the composition or underlying information, structure or ideas of the Device or any components thereof;
- iii. disassemble the Device or any components thereof other than as necessary to perform the Self-Service;
- iv. modify, adapt, create derivative products from or design around the Device or any components thereof;
- v. use the Device other than in accordance with the instructions or technical documentation;
- vi. move the Device from the designated site; or
- vii. distribute, sell, sublicense, assign, pledge, rent, lease, loan, timeshare, transfer or provide access to the Device to any third party.

3. You shall not permit or cause any third party to:

- i. open the housing of, or otherwise access, inspect, the internal components of any Device or engage in any aspect of Self-Service;
- ii. use the Devices other than in accordance with the instructions or technical documentation;
- iii. move the Devices from the designated sites; or
- iv. distribute, sell, sublicense, assign, pledge, rent, lease, loan, timeshare, transfer or provide access to the Devices to any third party.

4. Acknowledgement of Potential Damage

You acknowledge that, by opening the housing of a Device or otherwise performing any aspect of Self-Service, you might damage the Device or create conditions that impair the accuracy of the Individual Performance Data, the Aggregate Data or any other data produced by the opened Device after the Self-Service. This impairment may require remediation work to be performed by KETOS at your cost.

5. Disclaimer of Liability

You agree that, by opening the housing of a Device or otherwise perform any aspect of Self-Service, KETOS is not responsible for, and KETOS hereby disclaims any and all liability for:

- i. injury to persons or property due to the handling of any Device component, including but not limited to any chemicals, fluids or indicate your acknowledgement of such changes and your agreement to be bound by the revised agreement, inclusive of such changes.
- ii. cost of any remediation work that KETOS is required to perform as a result of Self-Service.

6. Indemnification

You agree to indemnify, hold harmless and, at our option, defend Us (including our affiliates, officers, directors, employees, agents, licensors, suppliers, and any third-party information providers) from and against all damages, liabilities, and expenses, including reasonable attorneys' fees, resulting from the Self-Service.

7. No License Granted

Performance of Self-Service does not grant You a license to or any interest in any KETOS proprietary information including intellectual property.

6. Modification and Termination

You agree that We, in our sole discretion, may immediately suspend or terminate your access to the Software or any part of the KETOS Content at any time, for any reason, in our sole discretion. We also reserve the right, at any time, to modify the KETOS Content or to modify, suspend, or discontinue the Software, or any part thereof, with or without notice. You agree that We will not be liable to You or to any third party for any modification of the KETOS Content or modification, suspension, or discontinuance of the Software.

7. Feedback

We will treat any feedback or suggestions You provide to Us as non-confidential and non-proprietary to You. In the absence of a written agreement with Us to the contrary, You agree that You will not submit to Us any information or ideas that You consider to be confidential or proprietary to You. If You develop or contribute to development of any inventions, discoveries, improvements, devices, designs, trademarks, apparatuses, practices, processes, methods, uses, or products related to Software, Devices, KETOS Content, services or technology or based on KETOS confidential information or intellectual property rights ("**Improvements**"), the Improvements shall not be considered confidential or proprietary to You, and You shall assign and hereby assign the Improvements to KETOS. The trademarks KETOS, KETOS WAVE and KETOS SHIELD, and related logos are trademarks of KETOS, Inc. and shall not be used without permission.

8. Warranty Disclaimer

We are providing the Solutions on an “as is” basis for use at your own risk. We disclaim all warranties, whether express implied, or statutory, including, without limitation, any warranties of title, non-infringement of third-party rights, merchantability, fitness for a particular purpose, accuracy, quiet enjoyment, non-interference, and system integration. We do not warrant that your use of the Software or any related service will be uninterrupted, error-free or virus free. We do not warrant the accuracy or completeness of the Software content. Information at the Software may not be current at the moment You visit the Software and may contain errors.

9. Limitation of Liability

In no event shall We be liable for any direct, indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with the Solutions, including, without limitation, any damages resulting from loss of use, data, or profits, whether or not We have been advised of the possibility of such damages, on any theory of liability.

10. Indemnification

You agree to indemnify, hold harmless and, at our option, defend Us (including our affiliates, officers, directors, employees, agents, licensors, suppliers, and any third-party information providers) from and against all damages, liabilities, and expenses, including reasonable attorneys’ fees, resulting from any violation of this Agreement.

11. Amendment

We may change this Agreement from time to time. This Agreement supersedes all prior versions of the end user license agreement. Any such changes will become effective when posted on the Software. If You object to any such changes, your sole recourse will be to cease using the Software. Continued use of the Software following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised agreement, inclusive of such changes.

12. General Provisions

You are responsible for compliance with all applicable laws. The Agreement and the relationship between You and Us will be exclusively governed by the laws of the state of California, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to the Agreement, or your use of the Software must be instituted exclusively in the federal or state courts located in the Santa Clara County, California. This Agreement is personal to You, and You may not transfer, assign or delegate your right and/or duties under this Agreement to anyone else and any attempted assignment or delegation is void. We may transfer or assign this Agreement to anyone else without notice to You. You acknowledge that We have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations

hereunder. Any delay or failure by Us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by Us will have effect unless such waiver is set forth in writing, signed by Us. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Unless there is a Separate Agreement, this Agreement constitutes the entire Agreement between You and Us with regard to the matters described above. For U.S. government customers: the Solutions are a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), the Solutions are provided to U.S. government customers (a) only as a commercial end item and (b) with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

13. Communications

If you have any questions about the foregoing, please contact Us at the following e-mail address: support@ketos.co.