BEACONZONE LTD SOFTWARE LICENSE AGREEMENT FOR BeaconRTLS™, BeaconSERVER™ BluetoothLocationEngine™ and PrecisionRTLS™

The terms of this Agreement apply to the computer software provided with this Agreement, all updates or upgrades to the software that may be provided later by BeaconZone as part of any maintenance, technical support, or other services program for the software, unless such update or upgrade comes with separate software license terms, and all accompanying documentation, utilities, and Driver Interface Software (collectively "Software" or "SOFTWARE"). Software does not include certain third party software that BeaconZone provides to you but that is subject to separate license terms either presented at the time of installation or otherwise provided with the Software ("Third Party Software"), and Software does not include Source Code, which is defined in and licensed pursuant to the terms set forth in Addendum A – Source Code License.

1. Grant of License; Restrictions

- A. In consideration of, and conditioned upon, your payment of any applicable fees to BeaconZone and subject to the terms set forth in this Agreement, BeaconZone Ltd ("BEACONZONE"), as applicable depending on the country of manufacture, hereby grants you a limited, revocable, non-exclusive right and license to use the Software only in the specific configuration allowed by the license type identified in the applicable documentation provided by BeaconZone to you
- B. <u>Restrictions.</u> You must not violate any applicable laws in your use of the Software. Unless and only to the extent that this Agreement expressly permits, you must not
 - (i) modify or create derivatives of the Software;
 - (ii) distribute or otherwise make the Software or any password, key, or other access code for the Software available to any third party;
 - (iii) reverse engineer, decompile, or disassemble the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
 - (iv) defeat or work around any access restrictions or encryption in the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
 - (v) sublicense, lease, lend, or rent the Software;
 - (vi) remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are BeaconZone or a third party's;
- C. Your use of the Software must also be in accordance with the applicable documentation that accompanies the Software and not in any manner that circumvents or is intended to circumvent such documentation or the intent of this Agreement.
- D. You may make a reasonable number of copies of the Software solely for backup or archival purposes and make a reasonable number of copies of the documentation that accompanies the Software solely for your internal use in connection with your use of the Software.
- Server-Based License You may install the Software on one (1) server in your workplace, cloud or hosting provider. For the purposes of this Agreement, a server will be one computing device or, if the Software is being used in connection with a virtual machine, one virtual machine on a computing device. There is no limitation on the number of your employees that may access and use the Software installed on such computer.
- 3. <u>Third Party Contractors.</u> Your third party contractors may access and use the Software, provided that they do so solely for your benefit, they agree to use the Software solely in accordance with the terms of

- this Agreement, and you agree to remain liable to BeaconZone for any breach by your contractors of this Agreement.
- 4. <u>Software Services.</u> This Agreement does not entitle you to any upgrades or maintenance, technical, or other services for the Software ("Software Services"), which you may be required to purchase separately. We may offer point upgrades free of charge at our sole discretion.
- 5. <u>Perpetual License</u> The license is perpetual and, unless terminated pursuant to the provisions herein, you have the right to use the Software indefinitely.
- 6. <u>Transfer.</u> You may transfer a named user license or computer-based license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that (i) you notify BeaconZone in writing of such transfer, including the name and location of such third party; (ii) such third party accepts the terms and conditions of this Agreement; and (iii) after such transfer you do not retain any copies of the Software or any of the written materials accompanying the Software. BeaconZone may, in its discretion, charge you a fee for the license transfer.
- 7. <u>Upgrades; Prior Versions.</u> If the Software is an upgrade, you may only use the Software if you have valid license to use the prior version of the Software, and you may not use both the upgrade and the prior version of the Software concurrently. You may elect to use a prior version of any Software delivered and licensed under this Agreement in lieu of using the Software delivered and licensed under this Agreement ("Delivered Software"), provided (i) you have an authorized copy of the prior version of the Delivered Software; (ii) all use is pursuant to and in accordance with this Agreement; and (iii) notwithstanding anything in this Agreement to the contrary, in no event will BeaconZone be required to support any version of the Software, including providing applicable software key codes or hardware keys, other than the then most current version of the Delivered Software.
- 9. <u>Multiple Versions.</u> If BeaconZone distributes the Software on installation media containing multiple versions of the Software for use with different operating systems, you may use only one version of the Software.
- 10. Copyright; No Other Licenses. The Software is licensed and not sold. The Software, all copies of the Software, related contents, and all rights therein, are owned by BeaconZone or its suppliers and are protected by applicable copyright laws and international treaty provisions. All rights not expressly granted to you in this Agreement are reserved to BeaconZone. Further, and without limiting the foregoing, no license or any right of any kind, whether by express license, implied license, the doctrine of exhaustion, or otherwise, is granted under any BeaconZone patents (whether identified herein or not) or other intellectual property right of BeaconZone with respect to any other product of BeaconZone or of any third party, including the right to use any such other product.
- 13. <u>Limited Warranty.</u> BeaconZone warrants, for your benefit alone, that for a period of ninety (90) days from the date the Software is shipped to you,(i) the Software will perform substantially in accordance with the documentation that accompanies the
 - Software. Some jurisdictions do not allow exclusion of or limitation on duration of an express or implied warranty or limitation on any applicable statutory rights of a consumer, so the above limitations may not apply to you; in such event, such warranties are limited to the minimum warranty period allowed by applicable law. The Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, improper calibration by you, third party products (either hardware or software) used by you that are not intended by BeaconZone for use with the Software, utilization of an improper hardware or software key, or unauthorized maintenance of the Software.
- 14. <u>Customer Remedies.</u> BeaconZone's sole obligation, and your sole remedy, with respect to the foregoing Limited Warranty will be to, at BeaconZone's option, repair or replace the Software or return the fees paid by you to BeaconZone for the Software license, in which event you must return or destroy all copies of the Software in accordance with BeaconZone's instructions and the license granted to you will terminate without liability on the part of BeaconZone by reason of such termination. BeaconZone's obligations as set forth in this Section are contingent on you providing Beaconzone with written notice of applicable defects during the warranty period.

- 16. No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY BeaconZone WITH RESPECT TO THE SOFTWARE OR USE OF THE SOFTWARE. BeaconZone DOES NOT MAKE ANY WARRANTY OR REPRESENTATION HEREUNDER WITH RESPECT TO ANY THIRD PARTY SOFTWARE, SOURCE CODE, OR SOFTWARE SERVICES. BeaconZone DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SOFTWARE, THE OPERATION OF THE SOFTWARE, OR ANY RELATED SOFTWARE SERVICES, SOURCE CODE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE AND DOES NOT WARRANTY, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THERE ARE NO OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. BeaconZone DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, RELATING TO THE SOFTWARE AND ANY RELATED THIRD PARTY SOFTWARE, SOURCE CODE, AND SOFTWARE SERVICES.
- 17. <u>Limitations Period.</u> You hereby agree not to bring an action to enforce your remedies under the Limited Warranty or for breach of warranty more than one (1) year after the accrual of such cause of action.

20. HIGH-RISK USES AND YOUR RESPONSIBILITIES FOR YOUR APPLICATIONS

- A. Beaconzone Products are not designed, manufactured, or tested for use in hazardous environments or any other environments requiring fail-safeperformance, including in the operation of nuclear facilities, aircraft navigation, air traffic control systems; life saving or life sustaining systems or such other medical devices; or any other application in which the failure of the software could lead to death, personal injury, severe property damage, or environmental harm. You will defend, indemnify, and hold harmless beaconzone and its directors, officers, employees, and agents from any and all claims, losses, damages, actions, and expenses (including reasonable attorneys' fees) arising out of your use of the software for high-risk uses, including claims for product liability, personal injury or death, or damage to property, and regardless of whether such claims are founded in whole or in part on the alleged or actual negligence of Beaconzone.
- B. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR TAKING STEPS TO PROTECT AGAINST PRODUCT AND SYSTEM FAILURES, INCLUDING PROVIDING BACK-UP OR SHUTDOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM BeaconZone'S TESTING PLATFORMS AND BECAUSE YOU MAY USE BeaconZone PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY BeaconZone, YOU ARE ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF BeaconZone PRODUCTS FOR YOUR INTENDED USE. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS BeaconZone AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR AUTHORIZED APPLICATION OR YOUR INCORPORATION OF THE SOFTWARE IN YOUR SYSTEM OR APPLICATION; PROVIDED, HOWEVER, THAT YOUR CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES OR INJURIES OR THE SETTLEMENT AMOUNT ATTRIBUTABLE TO BeaconZone'S NEGLIGENCE OR OTHER FAULT OR TO STRICT LIABILITY IMPOSED UPON BeaconZone AS A MATTER OF LAW.

21. Compliance

A. You agree to make, upon reasonable notice, all applicable records available for review by BeaconZone during normal business hours so as to permit BeaconZone to verify your compliance with the terms and conditions of this Agreement. BeaconZone may, upon written notice, inspect your use of the Software during normal business hours to ensure your compliance with this Agreement. Further, if you are a business or other entity, you agree that upon the request of BeaconZone or its authorized representative you will promptly document and certify in writing to BeaconZone that your and your employees' use of the Software complies

23. General

- A. These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.
- B. This Agreement constitutes the complete agreement between you and BeaconZone regarding use of the Software and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and BeaconZone relating to the subject matter of this Agreement. No delay or omission by BeaconZone to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. Any waiver by BeaconZone of a term of this Agreement must be in writing by BeaconZone. The waiver by BeaconZone of any breach of any provision hereof will not be construed to be a waiver of any succeeding breach of that provision or of any breach of any other provision. No modification of this Agreement will be effective unless set forth in a writing signed by a duly authorized representative of you and BeaconZone. The word "including" as used in this Agreement will be understood as meaning "including without limitation".
- C. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party will be entitled to recover, in addition to any relief granted, reasonable attorneys' fees and court costs.
- D. If any provision of this Agreement is held invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.

(c) 2022 BeaconZone Ltd. All Rights Reserved.

Rev 1.3 January 2022

ADDENDUM A - Source Code License

- "Source Code" means the human-readable computer code that BeaconZone provides with the Software, that is not password protected, and that is in the preferred form for modifying the code (whether graphical or text-based). Source Code does not include any Third Party Software.
- 2. This license permits you to use and modify the Source Code on the conditions that
 - A. you may use the Source Code in the licensed product only
 - B. you maintain and do not minimize, block, or modify any titles, logos, trademarks, copyright, digital watermarks, disclaimers, or other notices that are included in the Source Code;
 - C. YOU AGREE THAT THE COPYRIGHT HOLDERS (I) PROVIDE THE SOFTWARE "AS IS" WITH ALL FAULTS (KNOWN AND UNKNOWN) AND WITHOUT ANY WARRANTY, REPRESENTATION, OR OTHER GUARANTEE OF ANY KIND AND (II) DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND OTHER GUARANTEES RELATING TO YOUR USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF TITLE, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE:
 - D. YOU ASSUME ALL OF THE RISK AND LIABILITY ASSOCIATED WITH YOUR USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE;
 - E. YOU AGREE THAT THE COPYRIGHT HOLDERS ARE NOT LIABLE TO YOU FOR, AND YOU AGREE NOT TO ASSERT ANY CLAIM AGAINST ANY COPYRIGHT HOLDER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS FOR, ANY DAMAGE, LOSS, OR OTHER PREJUDICE OF ANY KIND, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), THAT ARISES IN ANY WAY OUT OF THE USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE, EVEN IF THE COPYRIGHT HOLDER WAS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, LOSS, OR OTHER PREJUDICE, INCLUDING ANY DAMAGE, LOSS, OR OTHER PREJUDICE THAT (I) IS LOST PROFITS (WHETHER YOURS OR A THIRD PARTY'S); (II) ARISES OUT OF OR RELATES TO ANY TEMPORARY OR PERMANENT LOSS OF TANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OR INTANGIBLE PROPERTY (INCLUDING SOFTWARE AND DATA); OR (III) IS DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE, OR ANY OTHER DAMAGE; and,
 - F. you agree that these Sections 1-3 express the entire agreement between you and the copyright holders regarding your use, modification, and distribution of the Source Code.
- The copyright holders reserve all of their rights. Except for the non-exclusive licenses expressly granted in Section 2, no rights or licenses are granted expressly, by implication, or otherwise.

ADDENDUM B - Special License Types

Evaluation License

If you have acquired an evaluation license, you may install and use the Software on one (1) server in your workplace, cloud or hosting provider for internal evaluation purposes only and only for the limited period of the evaluation term.

You may not distribute or transfer any applications you create with Software under an evaluation license. Any application created with Software acquired under an evaluation license is not an Authorized Application.

You acknowledge and agree that the SOFTWARE IS EVALUATION ONLY AND MAY ALSO BE PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. BeaconZone WILL NOT UPDATE THE SOFTWARE, NOR WILL BeaconZone SUPPORT THE SOFTWARE. Software provided under an evaluation license is provided without warranty OR OBLIGATION OF INDEMNITY ON BeaconZone.

BeaconZone may in its sole discretion terminate the evaluation license at any time.

You agree to use reasonable efforts to provide feedback to BeaconZone regarding your use of the Software, including promptly reporting to BeaconZone errors or bugs that you might find. Any such feedback you disclose to BeaconZone, including any changes or suggested changes to BeaconZone's current or future products and services (collectively "Feedback"), will be received and treated by BeaconZone on a non-confidential and unrestricted basis, notwithstanding any restrictive or proprietary legends to the contrary accompanying or otherwise associated with the Feedback. You hereby grant to BeaconZone a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including incorporation or implementation of such Feedback into BeaconZone products or services, and to display, market, sublicense, and distribute Feedback as incorporated or embedded in any product or service distributed or offered by BeaconZone. The Feedback license set forth herein will survive expiration or termination of the Agreement.