ALEPO END USER LICENCE AGREEMENT

VERSION 1.6

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Alepo Corporate Introduction

Alepo makes next-generation data opportunities a reality, delivering advanced software solutions and services that enable communications service providers to accelerate revenue growth, market share, and business success on fixed and mobile networks. Alepo helps accelerate digital enablement for networks of all sizes, including leading service providers globally. Known as the go-to partner for all things data, Alepo's innovations are highly-scalable, cloud-agnostic, and enable digital-first customer experiences. Alepo is based in Austin, Texas, with a presence in all regions of the world.

For more information, please visit www.alepo.com

End User License Agreement (EULA)

ALEPO SOFTWARE END USER LICENSE AGREEMENT-VERSION 1.5

This End User License Agreement (the "Agreement") is hereby entered into between Alepo Technologies Inc., a Delaware Corporation having its principal place of business at 1606 Headway Cir STE 9137, Austin 78754, Texas, USA.

1. Licensed Program

This is a license agreement between You and Licensor with respect to Use of Alepo's products, the accompanying documentation and any fixes, releases, upgrades, new versions or enhancements that may subsequently be issued to You (the "Licensed Program").The Licensed Program is not sold but is only licensed to You by the Licensor, under the Alepo Terms of Purchase or any binding other document which is a part of Alepo's proposal, and the Licensor reserves all rights which are not expressly granted to You under this Agreement. You may own the media or device on which the Licensed Program is recorded or stored or hosted, but the Licensor retains ownership of the Licensed Program itself.

2. Licensed Operating Environment

a) Operating Environment. Upon Your acceptance of this Agreement, and subject to payment of the applicable License Fee (whenever due), referenced in Section 6 ("Price & Payment"), You will be granted non-exclusive, perpetual, and limited server license(s) to install, store, load, execute and display (collectively, "Use") the Licensed Program on one (1) server with as many backup/load-balancing servers that You have purchased, with as many CPUs as You purchased and to make the Licensed Program available for Use by as many end-users as purchased, simultaneously as the number of ports purchased; provided that all servers share the same end-user database all the time, and that all servers are located at the single office building or contiguous campus of buildings registered with Licensor and are in the same IP subnet (the "Licensed Operating Environment") and with the usage restrictions laid out in Your license key file. The Licensed Program is provided only in machine-readable object code form.

b) Authorized Operators. The Licensed Program will be operated solely by Your own employees ("Authorized Operators"). The Authorized Operators may Use the Licensed Program in the Licensed Operating Environment for the beneficial uses described in Section 3 ("Permitted Uses").

c) Disaster Recovery Exception. In the event of a bona fide disaster, such as a fire, flood, earthquake or civil disturbance, You may relocate and Use the Licensed Program on a back-up configuration substantially equivalent to the Licensed Operating Environment for a period not exceeding sixty (60) days. You may also temporarily appoint an independent disaster recovery centre as an Authorized Operator during the pendency of the emergency. Upon completion of the emergency, You will return the Licensed Program to the original environment and certify the deletion of all copies from the back-up equipment. You will need to make and store in a safe place archival copies of valuable software or data that would be needed if a disaster occurred.

3. Permitted Uses

Your Authorized Operators may Use the Licensed Program in the Licensed Operating Environment to support: (a) Your internal business operations and processing of Your own data; (b) derived internal operations of Your immediate customers, and (c) for Use by Your end customer and support of Your immediate end customers and users at large. Permitted users for the purpose of this Section are Your employees and Your end customers.

4. Reservation of Rights

a) Rights to Licensed Program. The intellectual property rights in the Licensed Program shall at all times remain the exclusive property of Licensor or other owner identified in the documentation provided by the Licensor (if applicable). By executing this Agreement and paying the applicable license fee as per the agreement between You and the Licensor, You obtain a limited license to Use the Licensed Program in object code form. You agree not to disassemble, decompile or reverse engineer the Licensed Program. You also agree that any information obtained in violation of this restriction will be confidential information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the Licensed Program. You will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the Licensed Program. You will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Licensed Program remain intact and clearly legible.

b) All Other Rights Reserved. Except as expressly granted to You under another provision of this Agreement, Licensor reserves to itself and prohibits You (directly or indirectly, in whole or in part) from loaning, renting, leasing, sublicensing or otherwise hosting or distributing or operating the Licensed Program to or for the benefit of any third party and from altering, adapting, translating or preparing any derivative work of the Licensed Program. The foregoing limitation does not prohibit Authorized Operators from making a copy of the Licensed Program for archival purposes or as an essential step in making Permitted Uses of the Licensed Program in the Licensed Operating Environment.

c) Conflict. Any agreement by Licensor to allow You a right to Use the Licensed Program which conflicts with the terms of this or the proposal is null and void and such right to Use the Licensed Program make be revoked at any time by the Licensor.

5. Product Support

You may purchase the following Product Support for so long as Licensor generally offers to the public Hotline Service and Updates for the Licensed Program.

a) Support/SLA Services. You may purchase assistance for error correction and advice on the Use and operation of the most current version of the Licensed Program through Licensor's Support/SLA Services via https://gtac.alepo.net operated during Licensor's published business hours, by paying Support Fee. You will need to provide sufficient information for Licensor to replicate and diagnose the reported problem. If appropriate, Licensor shall be provided reasonable access to the Licensed Program via the public Internet network, subject to Your approval and normal security requirements.

b) Updates. You may obtain copies of each revision or "Update" to the Licensed Program and associated documentation, which Licensor generally distributes to the public free of charge and new versions and / or enhancements by paying prices from time to time announced by Licensor. The Licensor's designation of an item as a new version or an enhancement rather than an Update shall be conclusive unless clearly erroneous. Updates are available as a download from Licensor's designated online system. You agree to

install all Updates promptly, since the Licensor will only provide Support Services for the most recent version of the Licensed Program, incorporating all prior Updates.

c) Certain Conditions. Licensor shall not be obligated to provide Product Support if: (i) You didn't pay for support (ii) the reported error was caused by unauthorized changes in Licensed Program source code, program parameters or other user adjustable features; (iii) the error results from operator error, errors in data or software not supplied by Licensor or use that exceeds the Permitted Use or is not in accordance with the documentation, or (iv) the error is in a prior release that was corrected through issuance of an Update that You have not yet installed.

6. Price and Payment

a) Price. You agree to pay Licensor a license fee in the amount stated on Licensor's Bill of Materials ("License Fee"). The License Fee is determined according to the method stated in the Bill of Materials. Payment of the License Fee entitles You to Use the Licensed Program in accordance with this Agreement. Any applicable Support Fees are referenced in Section 5 ("Product Support").

b) Payment. Unless otherwise stated in Licensor's Bill of Materials, the applicable fees and shipping charges are payable by You promptly upon order. You will pay all sales, use, withholding, value-added, GST, personal property or other governmental tax or levy associated with this transaction (including interest and penalties imposed thereon) other than taxes based on the net income or profits of Licensor. If You fail to pay any amount when due, You agree to pay late payment fees in the amount equaling to 30% APR or the maximum permitted by law as per Alepo's Terms of Purchase. If You continue to fail to pay any amount due for more than 3 months, Licensor shall have the right to repossess the License.

7. Transfer of License

You may not assign all or any part of Your rights or obligations under this Agreement without Licensor's prior written consent and any attempt to the contrary will be void and a material breach of this Agreement. Licensor may withhold such consent in its sole discretion. Licensor may impose reasonable transfer fees as a condition of any permitted transfer. A transfer of this Agreement will terminate any right to Your continued possession or Use of the Licensed Program and You must promptly destroy all remaining copies of the Licensed Program in Your possession or under Your control. Notwithstanding, this article does not apply to the transfer of a license title by a financial leasing company to their end customer (the lessee).

8. Warranties

The following provisions are subject to Section 10 ("Limitation of Remedies & Liabilities"). Any warranties are for Your benefit alone, it being agreed they are not assignable and there are no third-party beneficiaries of them.

a) Non-infringement Warranty. Licensor warrants it has the rights needed to enter into this Agreement and that, to the best of its knowledge and belief, Permitted Use by You of the Licensed Program in the Licensed Operating Environment will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. If promptly notified of any claim to the contrary, Licensor shall (i) defend through litigation or obtain through negotiation Your right to continue using the Licensed Program; (ii) rework the Licensed Program to make it non-infringing while preserving the original functionality, or (iii) replace the Licensed Program with functionally equivalent software.

b) Software Media. Licensor warrants any magnetic media on which the Licensed Program is recorded and the documentation to be free from defects in tangible materials and accuracy of reproduction from the

master media. Licensor will replace at no charge defective original media or documentation returned to it with proof of payment.

c) No Performance Warranty. Except as provided in this Section, You agree that the Licensed Program and any services are provided strictly on an "as is" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. You accept all risk for the suitability, performance or non-performance of the Licensed Program. LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. STATEMENTS, IF ANY, REGARDING YEAR 2000 ARE "YEAR 2000 READINESS DISCLOSURES" ENTITLED TO CERTAIN PROTECTIONS UNDER
FEDERAL LAW.

9. Software Locks and Undocumented Features

BE ON NOTICE THAT THE LICENSED PROGRAM CONTAINS BOTH A SOFTWARE LOCK AND METERING CODE THAT ARE DESIGNED TO PREVENT UNAUTHORIZED OR EXCESSIVE USE OF THE LICENSED PROGRAM. USAGE OF THE LICENSED PROGRAM WILL BE MONITORED AND MAY UNDER CERTAIN CIRCUMSTANCES BE TERMINATED. LICENSOR DOES NOT REPRESENT OR WARRANT THAT OPERATION OF THIS FEATURE WILL BE ERROR FREE. YOU NEVERTHELESS AGREE THAT INCORPORATION OF THIS FEATURE INTO THE LICENSED PROGRAM IS COMMERCIALLY REASONABLE, HAS BEEN REFLECTED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT AS A WHOLE AND YOU ACCEPT ALL RISK ASSOCIATED WITH THIS FEATURE. YOU SHOULD BACKUP YOUR VALUABLE DATA ON MEDIA NOT ASSOCIATED WITH THE LICENSED PROGRAM.

10. Limitation of Liabilities & Remedies

The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

a) Remedies. You agree that if the Licensor violates any warranty or other provision of this Agreement and Licensor determines that repair or other corrective action is not economically or technically feasible, Your sole and exclusive remedy will be to obtain a refund of license fees paid by You. You also agree that legal remedies alone provide inadequate protection of Licensor's intellectual property rights in the Licensed Program and that, in addition to other relief, Licensor may without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights.

b) Liabilities. YOU AGREE THAT LICENSOR IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE LICENSE FEES ACTUALLY PAID BY YOU HEREUNDER. IN NO EVENT SHALL LICENSOR BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA OR BUSINESS INTERRUPTION EVEN IF LICENSOR IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY). THIS INCLUDES DAMAGES INCURRED BY YOU, YOUR CUSTOMERS OR ANY THIRD PARTY. THIS LIMITATION PROTECTS LICENSOR AND ANY DISTRIBUTOR OR RESELLER FROM WHOM YOU OBTAINED THE LICENSED PROGRAM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

11. Term and Termination

a) Term and Termination. This Agreement shall become effective upon Your acceptance of Alepo's proposal and continue in full force and effect in perpetuity unless terminated earlier in accordance with this or another Section of this Agreement. This Agreement will terminate automatically if You breach any provision this Agreement. You may terminate this Agreement at any time at Your election. In case of You terminate this Agreement, You must discontinue the Use of the Licensed Program immediately.

b) Effect of Termination. Termination of this Agreement will terminate Your right to possess or Use the Licensed Program. Upon termination for any reason, You agree to destroy the original and all copies of the Licensed Program (including documentation) and cease all further Use of it. Termination will have no effect on Your obligation to safeguard and protect proprietary rights of Licensor under Section 4(a) ("Rights to Licensed Program"), disclaimers under Section 8 ("Warranties"), or limitations under Section 10 ("Limitation of Remedies & Liabilities")

12. Governing Law; Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of Delaware, U.S.A., without regard to its choice of law principles to the contrary. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be resolved by binding arbitration administered by JAMS: (i) If You are domiciled in the United States pursuant to its Streamlined Arbitration Rules and Procedure (the "Rules"); or (ii) If You are domiciled outside of the United States pursuant to its International Arbitration Rules (the "Rules"), except as otherwise provided herein. Arbitration shall be the exclusive method of resolving any controversy, dispute or claim arising out of or relating to this Agreement. Any arbitration conducted hereunder shall be conducted in the English language and take place in Delaware, USA before a sole arbitrator. Judgment on any arbitration award may be entered in any court having jurisdiction. The arbitrator's fee and other expenses of the arbitration process shall be shared equally. The parties shall bear their own respective costs and attorneys' fees. Delaware law, to the extent permitted, shall govern all substantive aspects of the dispute and all procedural issues not covered by the Rules. Nothing in this Section shall prohibit the Licensor from seeking injunctive relief from before an appropriate court to the extent necessary to protect its rights pending resolution for the dispute in accordance with the foregoing provisions.

13. Binding Agreement

This Agreement shall be deemed binding upon You once You accept Alepo's proposal or/and upon Your Use of or installation of the Licensed Program. You shall be deemed to have read and irrevocably and unconditionally agreed this Agreement (the latest version of which may be accessed through the following url: https://www.alepo.com/Alepo-Terms-of-Purchase.pdf), before accepting Alepo's proposal. By installing and Using the Licensed Software, You indicate Your continued acceptance of this Agreement.

14. Updates to this Agreement

You acknowledge and agree that the terms of this Agreement may be modified or amended from time to time and You shall be subject to the latest version of this Agreement which may be accessed through the following url: https://www.alepo.com/Alepo-Terms-of-Purchase.pdf. Licensor will notify You of any changes to this

Agreement, through email notifications. If You do not agree with the changes, You should discontinue Your Use of the Licensed Program by giving a written notice to the Licensor.

All notices to Alepo under this Agreement must be in writing, to be sent via email, regular post, postage prepaid, or by overnight courier service, personal delivery, or confirmed facsimile. If sent by confirmed facsimile, notice will be effective one Business Day after being sent. If sent by confirmed personal delivery, notice will be effective at the time of delivery. If sent by overnight courier service, notice will be effective upon the actual time of delivery. If sent by regular post, notice will be effective five (5) Business Days after deposit.

Notices should be sent to Alepo at the following addresses:

Alepo Technologies Inc.

C/O Alepo USA

1606 Headway Cir STE 9137,

Austin 78754, Texas, USA

Email: legal@alepo.com

15. Non-waiver of rights

No failure or delay by a Licensor to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Miscellaneous

This document constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document in electronic form shall be considered an original document and shall be deemed legally binding on You upon Your acceptance of Alepo's proposal and/or upon Your Use of or installation of Alepo's Licensed Program. You may issue a purchase order, but it will have no substantive effect on our Agreement. This Agreement may be modified or amended only by a written resolution of the Licensor board of directors. It is agreed that sales representatives and distributors of the Licensed Program have no authority to alter this Agreement. ALEPO USA, ALEPO TECHNOLOGIES PRIVATE LIMITED, OR ANY OTHER COMPANY AFFILIATED WITH THE LICENSOR MAY NOT MODIFY THIS AGREEMENT. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.

Contact Alepo

Corporate HQ

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🌐 www.alepo.com   f AlepoUSA   🐦 @AlepoUSA   in Company/Alepo