Interloc Product End User License Agreement

IMPORTANT — PLEASE READ CAREFULLY BEFORE PRODUCT INSTALLATION OR USE

This End-User License Agreement ("EULA") is a legal agreement between the installer of this software product (herein "You") and the manufacturer, Interloc Solutions, Inc. ("Interloc"), to license one or more of Interloc's proprietary software products—Interloc Mobile Informer, Informer UX Suite, Interloc Informer EdgeSync, and interloc.ai—and their associated components (collectively "Software"), as identified in Your License Purchase Terms together with any included media, printed, electronic, or Internet-linked end-user documentation for the Software (collectively "Documentation"); and/or Internet-linked services or components offered by Interloc or its resellers (all of the foregoing collectively referred to herein as the "Product").

For purposes of this EULA, "License Purchase Terms" means the applicable written quotation, order form, purchase order, or product license schedule accepted by Interloc or its authorized reseller that identifies the Product licensed to You and its applicable license type, measurement basis, quantity, fees, and term. This EULA applies only to the Product or Products identified in Your License Purchase Terms.

The terms of this EULA also apply to all updates, supplements, add-on components, or Internet-linked services or components to the Product that Interloc may subsequently provide or make available to You after the date You first obtain the Product, unless Interloc also provides specific replacement or additional EULA terms therewith. Nothing in this EULA grants You any right to receive any updates, supplements, add-on components, Internet-linked services or components, or other support pertaining to the Product (if any such are offered by Interloc or its resellers) without first paying additional consideration and/or accepting replacement or additional EULA terms provided therewith.

YOU AGREE TO BE BOUND ON A CONTINUING BASIS TO ALL THE TERMS OF THIS EULA BY INSTALLING OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT PROCEED TO INSTALL OR USE THE SOFTWARE; INSTEAD, PROMPTLY RETURN THE COMPLETE PRODUCT TO YOUR SOURCE OF YOUR LICENSE PURCHASE FOR A REFUND, IF APPLICABLE, IN ACCORDANCE WITH YOUR LICENSE PURCHASE TERMS.

1. Grant of License

Provided that You continuously comply with all terms and conditions of this EULA, Interloc grants You a limited, non-exclusive license, without the right to sublicense, to install and use the Software, in machine-readable format only, and only for the Product, license type, measurement basis, quantity, and license term specified in Your License Purchase Terms, for which You have paid the applicable license fees. If Your License Purchase Terms specify a perpetual license, You may use the Software for an indefinite period, subject always to this EULA. If Your License Purchase Terms specify a subscription or other fixed-term license, Your right to use the Software continues only for that specified term and any renewal term agreed in writing. You may use the Software only for Your internal uses, and as expressly authorized in this EULA, and in doing so, You must comply with any technical limitations in the Software that only allow Your use in certain ways. Additionally, You may make a reasonable number of copies or adaptations of the Software specifically for archival purposes, or when copying or adaptation is an essential step in the authorized use of the Software, but no copying for redistribution or unlicensed use is permitted at any time. You may also make a reasonable number of copies of the Product's Documentation, provided all such copies shall be only for Your use internally, in conjunction with Your authorized use of the Software. You must reproduce all copyright, trademark, patent, and other proprietary notices appearing in the Software, or in the Documentation, in all copies or adaptations.

2. Third Party Software

The Product acquired by You may also incorporate certain software components that are licensed directly to You, under other End-User License Agreements, which you must accept and agree to prior to completing installation and commencing operation of the Product. In addition, Interloc may provide or integrate software applications or components that have been developed and are owned by third party providers for Your use with the Interloc Software ("Third Party Software"). You agree You will use such Third-Party Software in accordance with the terms and conditions of the respective end-user license agreements, if any, accompanying, or integrated into, such Third-Party Software, as applicable. Third Party Software is not Interloc Software governed by this EULA, and Interloc is not responsible for any Third-Party Software and shall have no liability for Your use of Third-Party Software. In addition, certain Third-Party Software not supplied with the Product may be required to properly operate the Product in Your specific environment (example, operating system software, in current versions). These Third-Party Software applications are Your sole responsibility to obtain and license from the respective Third-Party Software providers. A list of such Third-Party Software applications, if any, including specific versions, is available upon request from Interloc.

3. Reservation of Rights and Ownership

The Software, Documentation and Product are licensed to You, not sold, and Your license confers no title or ownership, or the sale of any rights, therein. National copyright laws, international copyright treaties and other laws governing rights in intellectual property protect the Software, Documentation, and Product. The Software (whether in source code form, machine-readable form, or otherwise), Documentation, and any Internet-linked services or components contain proprietary and valuable trade secrets of Interloc. All worldwide right, title and interest, including, without limitation, all patents, copyrights, trademarks, trade names, goodwill, trade secrets, contract and licensing rights, and all other intellectual and proprietary rights of any kind as may exist now or hereafter come into existence in and to the Software, Documentation, Internet-linked services or components, and all modifications, customizations, improvements, updates, upgrades, new features and functions thereto, will remain in Interloc, and You do not acquire any rights therein, except as expressly set forth in this EULA.

4. Restrictions on Licensed Use

You will not, nor will You allow third parties (whether in Your organization or not) to access, use, alter, or disable any license number, license key, or other license management or control features in the Product to increase or modify the number of authorized users, devices, other licensed units, or accessible Product features, input, or output specified in Your License Purchase Terms. You must advise each of Your end-user personnel within Your organization that will be given access to the Product of its terms of authorized use and restrictions as stated in the Product's EULAs. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code for the Software, except, to the extent that such disassembly or decompilation is expressly permitted by applicable law, (and in any such instance, You will provide Interloc with reasonably detailed information regarding any proposed disassembly or decompilation). Other than as stated herein, You may not modify, adapt or create derivative works of the Software. You may not remove, obscure or modify any copyright, trademark, patent, and other proprietary notices appearing in the Software, or in the Documentation. Unless Your License Purchase Terms expressly state in writing to the contrary (and then only to the extent stated), You will not, nor will You allow third parties to: (a) distribute, license, lend, rent, lease, or otherwise transfer the Software and Documentation; or (b) use the Software for the purpose of acting as an application service provider, commercially hosted services, or other form of service bureau offering of the Software.

5. Compliance and Termination

Ordering Activity's termination rights shall be governed by FAR 52.212-4(l) and (m).

If You are a business, organization, or other legal entity (and not a single individual), You agree that within thirty (30) days of request by Interloc or Interloc's authorized representative, You will fully document and certify that, as of the date of the request, Your use of Interloc's Product is in conformity with Your License Purchase Terms and the terms of this EULA. Without prejudice to any other rights, Interloc may terminate this EULA and Your license rights hereunder, if You violate or fail to comply with the terms, conditions and restrictions herein. In such event, upon receipt of notification from Interloc, You must immediately cease all use of the Software and promptly destroy all copies of the Software and all of its component parts, and all Documentation, and upon request provide written certification Your fulfillment of this obligation.

6. Software Transfer

You are not permitted to transfer the Software, Documentation, Product or Your license thereto to another person or entity, without Interloc's written authorization.

7. Export Restrictions

You acknowledge that the laws and regulations of the United States, including without limitation the Export Administration Regulations, restrict the export and re-export of certain hardware, software, other commodities, technology and technical data of United States origin. You agree that You will not export or re-export the Product in any form in violation of such laws and regulations, without first obtaining the appropriate United States and/or foreign government export or import licenses or other official authorization.

8. Consent to Use of Data

You agree that Interloc and its affiliates may collect and use technical information gathered as part of any Product support services provided to You related to the Software and its operation in Your environment. Interloc may internally use this information solely to improve its Products, technologies and services, and will not use or disclose any personal information obtained about You.

9. Limited Warranty to Customer

Interloc warrants to You that the Software will perform substantially to Interloc's then current specifications for such Software and operate substantially in accordance with its associated documentation for a period of ninety (90) days from delivery of product to You. Additionally, Interloc warrants that it will repair or replace any defective Software discovered within ninety (90) days after acceptance of delivery. EXCEPT AS SET FORTH IN THIS SECTION 9, INTERLOC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE CONTENT, ITS CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR USE BY YOU OR ANY CUSTOMER, OR ANY RESULTS OBTAINED BY THE USE OF THE SOFTWARE. INTERLOC FURNISHES THE WARRANTIES IN THIS SECTION IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL.

If the Product fails to comply with the foregoing limited warranty, Your exclusive remedy shall be, at Interloc's sole election, correction or replacement of any defective or nonconforming Software or component thereof during that period. The original warranty period shall not be renewed or extended by subsequent correction or replacement. If after expenditure of reasonable efforts, Interloc is unable to correct or replace a defective or nonconforming Software or component, Interloc shall credit or refund to You the amount You paid for the Product, and Interloc shall then have no further obligation or liability to You hereunder pertaining to the Product. The foregoing

limited warranty will not apply to, and will be void for, any Product when the defect or nonconformity is attributable to: (i) modification of the Software, or its incorporation into other software or hardware; (ii) failure to properly install the Software or use it in accordance with Interloc's specifications or Documentation; or (iii) failure of the computer's operating system, hardware, network connectivity, or other external environmental condition.

10. Disclaimer of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERLOC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF, OR IN ANY WAY RELATED TO, THE USE OF, OR INABILITY TO USE, THE SOFTWARE, DOCUMENTATION, OR PRODUCT, OR THROUGH THE PROVISION OF (OR FAILURE TO PROVIDE) SUPPORT OR OTHER SERVICES, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF INTERLOC, AND EVEN IF INTERLOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability and Remedies

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), IN ALL EVENTS THE ENTIRE LIABILITY OF INTERLOC UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF: i) THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE, DOCUMENTATION, OR PRODUCT, NOT TO EXCEED THE LICENSE PURCHASE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT; OR ii) US$5.00. THE FOREGOING DISCLAIMERS (SECTIONS 9 AND 10), AND LIMITATIONS OF LIABILITY AND REMEDIES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Interloc’s negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSA or Schedule 70 solicitation clauses incorporated into the contract.

12. United States Government License Rights

The Software, Documentation, and Product have been developed entirely at private expense and are provided as "Commercial Computer Software" or "Restricted Computer Software". These items are offered and licensed as "Commercial Computer Software" as defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.2117015 (May 1991) or DFARS 252.227-7014 (Jun 1995); as a "Commercial Item" as defined in FAR 2.101 (a); or as "Restricted Computer Software", as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause, and their successors), as may be applicable. If acquired by, or on behalf of, any department or agency within the U.S. Government, the Product is licensed to U.S. Government end-users with only those rights as are granted to all other end users, according to the terms and conditions of this EULA accompanying the Product. Manufacturer is Interloc Solutions, Inc. 340 Palladio Parkway, Suite 526, Folsom CA 95630.

13. Entire Agreement Amendment and Severability

This EULA and Your License Purchase Terms together constitute the entire agreement between You and Interloc relating to the Product and it supersedes all prior or contemporaneous oral or written communications, proposals, representations, and advertising with respect to the Product or any other subject matter covered by this EULA. This EULA may be amended only by the signed written agreement of the parties. If any part of this EULA is found by a court of competent jurisdiction to be void or unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms.

14. Counterparts

This EULA may be executed in counterparts, each of which shall be deemed an original (including copies reproduced or transmitted by photocopy, facsimile transmission, portable document format (pdf) or other process of complete and accurate reproduction and transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.