

**Effective Date: 1<sup>st</sup> January 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 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 utilising the Twilio API for WhatsApp ("API").
- IFS Customer Engagement customers who wish to utilise 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 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.
  - 1.3.1. 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:
  - 1.3.2. 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.
  - 1.3.3. 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.

## ORACLE

These terms are supplemental to the licence 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:

1.2 "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.

1.3 "Oracle Programs" shall mean any Oracle software programs to which Customer has been granted a license by IFS.

1.4 "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.

1.5 "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 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 unauthorised 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 fulfillment, 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 anyform, 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**

2conciate 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 2conciate 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.

2conciate may choose to assign the right to invoice the Customer for the Update Fees to its authorized reseller or representative. 2conciate may choose to annualize such update terms in future periods such that all agreements between the Customer and 2conciate will have a common anniversary date. The Update Fee will be prorated to reflect any period different than one year. 2conciate 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. 2conciate 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, 2conciate 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 month of release. Releases older than 18 month are not supported.

### **§4 Versions**

2conciate 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.

2conciate shall be entitled to adjust the routines at any time. If routines are changed a notice shall be communicated at [www.2c8.com](http://www.2c8.com).

During the Update Term, the Customer will give 2conciate 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 2conciates 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 2conciate by report forms available at [www.2c8.com](http://www.2c8.com) or mail [support@2c8.com](mailto:support@2c8.com).

### **§6. Other services**

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

### **§7. Fees and expenses**

The Customer shall contact 2conciate or 2conciate'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 Labour 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 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 2coniliate, 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 libellous;
- 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, victimise, 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 synchronised 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 minimise 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.
  - (i) Use Content other than in combination with the Bing Services and not separately.
  - (j) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.
  - (k) 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.
  - (l) 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.
  - (m) Syndicate, redistribute, resell or sublicense access to the Bing Service or Content on a standalone basis, unless specifically allowed in your Bing Maps Agreement.
  - (n) 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.
  - (o) Reverse engineer, decompile or disassemble the Bing Service, except and only to the extent that applicable law expressly permits, despite this limitation.
  - (p) 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.
  - (q) 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.
  - (r) Download, print, distribute, transmit or manipulate the bird's eye imagery, or offer others that ability, through your Company Application.
  - (s) Allow use of bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia, and/or Japan by a government entity.
  - (t) Use Content from Ordnance Survey for non-publicly available Company Applications.
  - (u) 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 unauthorised disclosure of the Licensed Products to third parties shall be prohibited.

1.C The unauthorised 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**

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/](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.

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1.C The unauthorised copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.

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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.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.

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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.

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).

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## **3. Additional TomTom third party provisions**

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/](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.

**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](http://www.support.crosser.io)) or by email ([support@crosser.io](mailto: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.

**POKA**

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

**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.
<b>Qbyte Financial Management (FM)</b>	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
<b>Qbyte CS Land and Qbyte Metrix</b>	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
<b>Merrick and Operational Intelligence</b>	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.
<b>iLandman</b>	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
<b>P2 Land</b>	Agreement Count	the number of the following land agreement types: Leases, Contracts, Deeds, Wells and Broker Tracts
<b>Tobin Data</b>	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.