

SOFTWARE LICENSE POLICY

Please read the following License Policy carefully. It is a legal agreement between you (either an individual or a single entity, in the following called "Licensee") and IMST GmbH for the software product "**WiMOD LoRaWAN**", which consists of the two parts:

1. "WiMOD-Communication-Software", and
2. "WiMOD_LMIC", the second one being partly based on **Eclipse Public License**.

By using the software product "**WiMOD LoRaWAN**", you agree to the license conditions of both parts the software consists of.

SOFTWARE LICENSE POLICY WiMOD-Communication-Software

This part is a legal agreement between you (either an individual or a single entity, in the following called Licensee) and IMST GmbH for the software product "WiMOD-Communication-Software", in the following called "WiMOD-SOFTWARE". By installing, copying, or otherwise using the WiMOD-SOFTWARE, you as the Licensee agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use the WiMOD-SOFTWARE; you may, however, return it to IMST or your local seller for a full refund.

1. LIMITED LICENSE. IMST herewith grants to Licensee upon payment of the applicable product fee as set forth in the IMST Price List, the limited right and license to utilize the WiMOD-SOFTWARE, on a non-exclusive and non-transferable single user license basis, for each bought or leased license. Licensee may copy the WiMOD-SOFTWARE only for backup and archival purposes. Each such copy shall include in readable form all copyright notices contained on the original WiMOD-SOFTWARE. Licensee may not alter, reproduce, translate, adapt, vary or modify the above-mentioned software.
2. LIMITED WARRANTIES. IMST warrants that the WiMOD-SOFTWARE will perform substantially in accordance with the accompanying written material for a period of 12 months from the date of receipt of the WiMOD-SOFTWARE. In the case of a leasing contract, warranty period corresponds to the leasing period. Any implied warranties on the WiMOD-SOFTWARE are limited to the period of six months. WiMOD-SOFTWARE support, updates and maintenance are not included unless separately agreed upon in purchase order.
3. DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY. To the maximum extent permitted by applicable law, in no event IMST will be liable for any damages whatsoever, including without limitation any indirect, special or consequential damages such as loss of profits or inability to use the WiMOD-SOFTWARE. In any case, IMST's entire liability under any provision of this agreement shall be limited to the amount actually paid by Licensee for the WiMOD-SOFTWARE.
4. LICENSEES REMEDIES. IMST entire remedy shall be, at IMST's option, either (a) return of the price paid, or (b) repair or replacement of the WiMOD-SOFTWARE that does not meet this warranty. This warranty does not apply, if failure of the WiMOD-SOFTWARE has resulted from abuse or misapplication. Any replacement WiMOD-SOFTWARE will be warranted either not longer than the original warranty period or 30 days, whichever is longer.
5. EXCLUSIVE PROPERTY. Licensee understands IMST's statement that the WiMOD-SOFTWARE is the exclusive and sole property of IMST. Licensee shall not acquire any ownership interest in the WiMOD-SOFTWARE, but shall only have limited right to use the WiMOD-SOFTWARE pursuant to this Agreement. Licensee acknowledges that the above mentioned WiMOD-SOFTWARE may not be assigned, sub-licensed or otherwise transferred without the prior written consent of IMST, except to the successor to that part of licensee's business to which this Agreement relates. Licensee understand IMST's statement that any

and all of the trademarks, copyrights, patents and other intellectual property rights in most widest sense in connection with the above mentioned software fully belong to IMST, unless otherwise written. None of the rights of Licensee under this Agreement are assignable or transferable without prior written consent of IMST.

6. PROTECTION OF TRADE SECRETS. Licensee agrees to use all reasonable efforts to ensure that persons employed by Licensee abide by the terms and conditions of this Agreement.

7. MAINTENANCE FEES. Licensee may order maintenance support while the WiMOD-SOFTWARE is in use by the Licensee. IMST will quote maintenance fee for the WiMOD-SOFTWARE and renew the appropriate code words yearly, if any are applicable. Depending on purchase order, in some cases an initial 12 months software maintenance period is part of purchase order.

8. TERMINATION. IMST recognizes two types of termination of License Agreement.

(1) Discontinuance of policy. Should IMST, at any time discontinue their software policy, IMST will support Licensee through the current year. Licensee may continue use of the WiMOD-SOFTWARE after that time.

(2) Breach of License Agreement. In the event of Breach of License Agreement, IMST shall have the right to terminate the Agreement by giving Licensee five days notice of such termination, if Licensee fails to initiate steps to correct such Breach within 30 days after written notice including specific facts of such Breach. In the event of Breach of Agreement, Licensee shall immediately return the WiMOD-SOFTWARE to IMST at Licensee's expense.

9. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither party shall be bound by any modification of this Agreement, or by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement, or as duly set forth on or subsequent to the information hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

10. GOVERNING LAW. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the law of Germany. ATTORNEY'S FEES. In the event of any suit, action or other litigation involving this Agreement, the prevailing party shall be entitled to recover such party's attorney's fees and costs of litigation incurred in connection herewith.

11. SURVIVAL. The provisions contained in Sections 5 and 6 hereof shall survive any termination of this Agreement.

12. NOTICES. Any notice, request or statement thereunder shall be deemed to be sufficiently given or rendered to the other party, at the beginning of this Agreement or to such other address or persons such party gives notices. Licensee agrees to return a signed copy of this license to IMST.

SOFTWARE LICENSE POLICY “WiMOD LMIC”

Please read the following License Policy as well as attached **Eclipse Public License**, which form an integral part of this Agreement, carefully. It is a legal Agreement between you (either an individual or a single entity, in the following called Licensee) and IMST GmbH for the software product “WiMOD_LMIC”, in the following called "SOFTWARE". By installing, copying, or otherwise using the SOFTWARE, you as the Licensee agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the SOFTWARE; you may, however, return it to IMST or your local seller for a full refund.

1. **LIMITED LICENSE**. IMST herewith grants to Licensee upon payment of the applicable product fee as set forth in the IMST Price List or as agreed on individual basis, the limited right and license to utilize the Software, on a non-exclusive user license basis, for each bought or leased license. Licensee may copy the Software only for backup and archival purposes. Each such copy shall include in readable form all copyright notices contained on the original Software. Licensee may not alter, reproduce, translate, adapt, vary or modify the above-mentioned software.

2. **LIMITED WARRANTIES**. Licensee agrees and accepts the provisions and warranty of the **Eclipse Public License**, i.e.:

- 1) To abstain on all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- 2) To accept the exclusion against all Contributors of the **Eclipse Public License** for all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits.

IMST states,

- 1) That any provisions which differ from the **Eclipse Public License** are offered by IMST alone and not by any other party; and
- 2) That source code for the Program is available from IMST for an additional product fee. Licensee is informed how to obtain source code in a reasonable manner on or through a medium customarily used for software exchange from IMST.

Besides the warranty given in said **Eclipse Public License**, no further warranties are given by IMST. Software support, updates and maintenance are not included unless separately agreed upon in purchase order.

3. **DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY**. To the maximum extent permitted by applicable law, in no event IMST will be liable for any damages whatsoever, including without limitation any indirect, special or consequential damages such as loss of profits or inability to use the Software. In any case, IMST's entire liability under any provision of this agreement shall be limited to the amount actually paid by Licensee for the Software.

4. **LICENSEES REMEDIES**. IMST entire remedy shall be, at IMST's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet Limited Warranties stated above. Limited Warranties do not apply, if failure of the Software has resulted from abuse or misapplication.

Any replacement Software will be warranted either not longer than the original warranty period or 30 days, whichever is longer.

5. **EXCLUSIVE PROPERTY**. Licensee understands IMST's statement that the Software is a public license under **Eclipse Public License** with the modifications set forth in this Agreement. Licensee shall not acquire any ownership interest in the Software, but shall only

have limited right to use the Software pursuant to this Agreement and **Eclipse Public License**. Licensee acknowledges that the above mentioned Software may be assigned, sub-licensed or otherwise transferred according to the regulations set forth in the **Eclipse Public License**. Licensee understands that any and all of the trademarks, copyrights, patents and other intellectual property rights in the widest sense in connection with the above mentioned software fully belong to Licensors, unless otherwise written.

6. PROTECTION OF TRADE SECRETS. Licensee agrees to use all reasonable efforts to ensure that persons employed by Licensee abide by the terms and conditions of this Agreement.

7. MAINTENANCE FEES. Licensee may order maintenance support while the Software is in use by the Licensee. IMST will quote maintenance fee for the Software support.

8. DISASSEMBLY. Licensee may not reverse engineer, decompile, or disassemble the Software as provided in executable form.

9. TERMINATION. IMST recognizes two types of termination of License Agreement.

(1) Discontinuance of policy. Should IMST, at any time discontinue their software policy, IMST will support Licensee through the current year. Licensee may continue use of the Software after that time as it is at that time.

(2) Breach of License Agreement. In the event of Breach of License Agreement, IMST shall have the right to terminate the Agreement by giving Licensee five days notice of such termination, if Licensee fails to initiate steps to correct such Breach within 30 days after written notice including specific facts of such Breach. In the event of Breach of Agreement, Licensee shall immediately delete the Software and all copies of the Software, including archive and backup copies.

10. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither party shall be bound by any modification of this Agreement, or by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement, or as duly set forth on or subsequent to the information hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

11. GOVERNING LAW. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the law of Germany. The provisions contained in **Limited Warranties** shall survive any termination of this Agreement.

12. ATTORNEY'S FEES. In the event of any suit, action or other litigation involving this Agreement, the prevailing party shall be entitled to recover such party's attorney's fees and costs of litigation incurred in connection herewith.

NOTICES Any notice, request or statement thereunder shall be deemed to be sufficiently given or rendered to the other party, at the beginning of this Agreement or to such other address or persons such party gives notices.