

TERMS AND CONDITIONS

UNLESS A SEPARATE WRITTEN AGREEMENT IS CURRENTLY IN FORCE BETWEEN PURCHASER AND SPEAR INNOVATIONS WITH RESPECT TO THE SUBJECT MATTER SET FORTH HEREIN, THESE TERMS AND CONDITIONS ("TERMS") APPLY TO SOFTWARE, HARDWARE, PHYSICAL CREDENTIALS, AND ANY RELATED SUPPORT SERVICES (COLLECTIVELY REFERRED TO HEREIN AS "SPEAR OFFERINGS").

SPEAR'S OFFER IS CONDITIONED UPON ACCEPTANCE BY PURCHASER OF THESE TERMS, INCLUDING ANY ADDITIONAL TERMS REFERENCED HEREIN. SPEAR INNOVATIONS REJECTS ANY PURCHASER TERMS THAT ADD TO, VARY FROM, OR CONFLICT WITH THESE TERMS. SPEAR INNOVATIONS' FAILURE TO OBJECT TO PURCHASER TERMS CONTAINED IN ANY COMMUNICATION FROM PURCHASER (INCLUDING, BUT NOT LIMITED TO, AN ORDER) IS NOT A WAIVER OF THIS PARAGRAPH.

IF PURCHASER IS A RESELLER THEN PURCHASER'S RESALE OF ANY SPEAR OFFERINGS IS FURTHER SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN PURCHASER AND SPEAR INNOVATIONS, IF ANY ("AGREEMENT"). IN THE EVENT OF A CONFLICT BETWEEN THE AGREEMENT AND THESE TERMS AS IT RELATES TO THE PURCHASE OF THE SPEAR OFFERINGS, THE AGREEMENT SHALL GOVERN.

PURCHASER ACKNOWLEDGES AND AGREES PURCHASER HAS NOT RELIED ON ANY PROMISE, STATEMENT OR REPRESENTATION MADE OR GIVEN BY OR ON BEHALF OF SPEAR INNOVATIONS, WHICH IS NOT SET OUT IN THESE TERMS. SPEAR INNOVATIONS RESERVES THE RIGHT TO AMEND THESE TERMS FROM TIME TO TIME AND THE AMENDED TERMS SHALL THEREAFTER APPLY TO ALL SUBSEQUENT ORDERS.

1. Definitions.

"Affiliate" or "Affiliates" means entities which are controlled by a party, which controls a party, or which is under common control with a party, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the shares or voting rights, so long as such control exists.

"Agreement" means, collectively, all terms and conditions between Spear Innovations and Purchaser governing purchase of the Spear Offerings, including these Terms and the applicable End User License Agreement or other agreement.

"Reseller" means an entity that SPEAR has authorized as a reseller of the Spear Offerings.

"Custom Spear Offering" means any Spear Offering that is modified or customized for End Customer by SPEAR prior to delivery. By way of example, custom-engineering, modification or configuration may include, but is not limited to, custom firmware, software, size, packaging, configuration, Spear Offering housings that are not SPEAR's published standard color, form, fit or function, or non-standard item quantities, as well as changes made to the Spear Offering by Purchaser, End Customer, or any other Downstream Party (as herein defined), including changes to housing, programming and operation.

For clarity, the following Spear Offerings, unless otherwise specified in writing by Spear Innovations, are considered Custom Spear Offerings:

- (i) All pre-programmed cards, tags, keys, transponders, tokens, authentication devices
- (ii) Cards, tags, keys, transponders, tokens, readers, controllers, appliances, thermal transfer film, holographic film, holographic overlaminates, and any hardware devices with custom artwork, custom marking, custom packaging, custom programming, custom configuration and/or custom printing
- (iii) Any Spear Offering that has undergone custom-engineering, modification or configuration
- (iv) Physical credentials

"End Customer" means Purchaser or, if Purchaser is a Reseller, the end customer to which the Reseller sells the Spear Offerings, as applicable, for internal use by such party, and not for further resale.

“Documentation” means the guides and manuals customarily supplied by SPEAR for use with the Spear Offerings, if any.

“End User License Agreement” means the Spear Innovations Oy Ltd’s End User License Agreement. Notwithstanding, if Purchaser is a Reseller, Purchaser agrees to bind End Customer to terms substantially similar to those set forth in the End User License Agreement. For clarity, use of Spear Innovations Software Development Kit (“SDK”) or any application programming interfaces (“APIs”) may be subject to separate terms.

“Intellectual Property Rights” mean all intellectual property rights, including (without limitation) software, programs, scripts, applications, source code and object code, specifications, patents, database rights, trademarks, registered company names, trade secrets, know how, inventions, copyright (including copyrights in software), domain names and rights in design, whether registered or unregistered, and including applications for the registration of such rights.

“Order” means the purchase order(s) or other written document provided by Purchaser setting forth the Spear Offerings to be purchased. The Order shall contain, at a minimum: Purchaser’s registered and billing address(es); VAT-ID, the End Customer (if different from Purchaser); product number, description and quantity ordered and the effective date in case of Subscription term if applicable.

“Order Acknowledgement” means a written confirmation notice (electronic or otherwise) that SPEAR issues to Purchaser confirming acceptance of the Order and purchase of the Spear Offerings.

“Perpetual” means the licensing business model whereby End Customer or Reseller, as applicable, pays SPEAR a one-time license fee for use of the version of the software, as originally delivered to End Customer, in perpetuity.

“Personal Data” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Purchaser” means the entity which has issued an Order for the Spear Offerings.

“Quote” means the SPEAR-issued written quotation or proposal for the Spear Offerings, if any. For clarity, the Quote may also be referred to as a “Proposal” and such document does not constitute a legally binding agreement between the parties.

“SPEAR” and “Spear Innovations” mean Spear Innovations Oy Ltd or the Spear Innovations Oy Ltd affiliated entity listed in the Order Acknowledgment.

“Subscription” means the business model whereby End Customer or Reseller, as applicable, pays SPEAR a fee for use of the software and/or Support Services for a specified term. For clarity, a Subscription constitutes a commitment on the part of Purchaser to pay SPEAR for the full Subscription term.

“Support Services” means the provision of any maintenance and support included with the Spear Offerings or purchased separately.

2. Order Process and Order Changes.

Orders placed by Purchaser are firm and binding on Purchaser once accepted in writing by SPEAR.

An Order is not valid and binding upon SPEAR unless and until all the information required by SPEAR has been provided and accepted. Subject to the terms set forth in Section 2 and Section 3, after an Order has been accepted by SPEAR, Purchaser may request changes in writing to term, specification, or quantity, provided such changes are accepted by SPEAR in an Order Acknowledgment. In such an event, at SPEAR’s request, the Order shall be amended in writing by Purchaser to reflect such changes. Orders may not be cancelled, suspended, or changed by Purchaser without the prior written consent of SPEAR.

No Order shall be deemed to be accepted by SPEAR until an Order Acknowledgement is provided by SPEAR. SPEAR reserves the right to accept or reject any Purchase Order or a Quote signed by Purchaser at any time, without liability of any kind.

End Customer may not resell any Spear Offerings unless otherwise explicitly agreed in a reseller or distribution agreement. The term "resell", or "resale" shall include any resale, lease, license, sublicense or other transfer or delivery of the Spear Offerings.

Purchaser may submit changes and cancellations to Orders for Spear Offerings at no additional cost to Purchaser within twenty-four (24) hours of SPEAR's Order Acknowledgement. Thereafter, if SPEAR, in its sole discretion permits Purchaser to modify or cancel a hardware Order:

- (i) Except for volume increases, order changes for Spear Offerings shall be subject to a surcharge of ten percent (10%) of the then current chargeable amount for the affected portion of the Order.
- (ii) Order cancellations shall be subject to a surcharge of twenty percent (20%) of the then current chargeable amount for the affected portion of the Order.

Application of any of the aforementioned surcharges shall be at SPEAR's sole discretion. Notwithstanding, Order changes for Spear Offerings require a written approval by both SPEAR and Purchaser.

Requested changes for Custom Spear Offering Orders received and agreed to by SPEAR within four (4) weeks of SPEAR's designated shipment date shall be subject to a twenty percent (20%) surcharge plus any additional fees or costs related to Purchaser's requests for Spear Offering changes. Thereafter no changes will be accepted on Custom Spear Offerings.

All sales are final; no refunds, credits or exchanges apply.

3. Pricing and Payment Terms.

Unless otherwise indicated, quoted prices for Spear Offerings are firm fixed price (FFP). Pricing remains valid for thirty (30) calendar days from the date of Quote, unless otherwise specified in the Quote.

The prices for Spear Offerings sold hereunder will be the prices as shown on the Order Acknowledgment provided to Purchaser and in effect at the time of Order Acknowledgment, or as otherwise agreed upon in writing between Purchaser and SPEAR. Provided, however, if such prices are based on the purchase of a particular volume and Purchaser fails to purchase such volume, SPEAR shall have the right (in addition to any other remedies available at law) to collect from Purchaser the difference between the price paid by Purchaser and the price for such items commensurate with the quantity actually purchased by Purchaser.

Invoices are payable within fourteen (14) days from the date of invoice in the method and currency identified by SPEAR in the invoice. All payments shall be invoiced and paid in full and are nonrefundable and non-creditable. No discount for early payment is authorized. Purchaser may not offset, defer or deduct any invoiced amounts that SPEAR determined are not erroneous following such period. Invoices shall be deemed accepted by Purchaser upon receipt unless Purchaser advises SPEAR in writing of a material error within eight (8) days after receipt.

Prices do not include, and Purchaser shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, duty or other like taxes relating to the sale, delivery, receipt, payment for or use of the Spear Offerings including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("Taxes"). If SPEAR is required to collect any Taxes for those payments made directly to SPEAR such Taxes will be itemized separately on the invoice and paid by Purchaser. SPEAR will accept a valid Tax exemption certificate from Purchaser, if applicable. If an exemption certificate previously accepted by SPEAR is not recognized by the relevant governmental taxing authority, Purchaser agrees to promptly reimburse SPEAR for any Taxes covered by such exemption certificate which SPEAR is required to pay.

If Purchaser fails to pay the price or any other amount due and payable hereunder, no right to use the Spear Offerings shall pass from SPEAR to End Customer. Any amount due by Purchaser hereunder which remains unpaid after 14 days after the due date shall be subject to a late charge equal to percentage outlined in the Finnish Interest Act (633/1982, as amended), which interest will be immediately due and payable from the payment due date until the date of actual receipt in cleared funds by SPEAR. SPEAR, without waiving other rights or remedies and without liability to Purchaser, may suspend or terminate and refuse additional Orders until overdue amounts are fully paid by Purchaser.

Billing for Subscription based Spear Offerings will commence at the beginning of the then-current Subscription term. The initial Subscription start date and term will be set forth in the Order Acknowledgement or otherwise

agreed in signed writing by the parties. Purchases of additional users, locations, instance, or other add-ons during the then-current Subscription term will be priced at the prevailing rate at the time of order.

SPEAR reserves the right to change its prices at any time for Orders previously accepted by SPEAR, for reasons including but not limited to:

- (i) Price increases imposed by SPEAR's suppliers.
- (ii) Purchaser's required procurement timelines.
- (iii) Supply chain constraints or material shortages.
- (iv) or other events outside of SPEAR's control impacting the relevant industry.

Purchasers may reject the Price Modification by cancelling the applicable lines of the Order subject to the Price Modification within 72 hours of the written Price Modification notification. If requested by SPEAR, Purchaser agrees to issue, or otherwise agree to, a revised or supplemental Order pursuant to this Section. If Purchaser fails or refuses to issue or agree to a revised or supplemental Order reflecting a Price Modification, SPEAR may in its sole discretion, in addition to any other remedy it may have, cancel the Order or hold such Order until such revised or supplemental order has been issued or provided. Notwithstanding the foregoing, unless the Purchaser cancels the Order within 72 hours of the Price Modification notification, such Price Modification shall be binding regardless of Purchaser's failure or refusal to issue or provide a revised or supplemental Order.

4. Delivery.

Upon acceptance of an Order by SPEAR and the satisfaction of all SPEAR prerequisites prior to delivery, SPEAR shall ship the Spear Offerings and any associated Documentation to Purchaser or End Customer, as applicable, by full or partial shipment, in accordance with the Order Acknowledgement. Unless otherwise mutually agreed by the Parties, all Spear Offerings shall be shipped FCA ESPOO (FINLAND) (INCOTERMS 2020) and shall be deemed shipped upon being made available to the first carrier at SPEAR's site. Title shall pass from SPEAR to Purchaser upon tender to first carrier. SPEAR's acceptance of an Order issued by Purchaser does not constitute acceptance of the INCOTERMS set forth in the Order. Notwithstanding, all fees associated with customs formalities, including import and export, are Purchaser's sole responsibility.

If requested by Purchaser, SPEAR will arrange transport and add freight and handling charges to the Purchaser's invoice. Unless otherwise agreed in writing, delivery of software shall be deemed to occur upon the provision of a link to enable Purchaser to download the software or imbedded in any hardware purchased. Software is delivered in the English language. Additional language packs may be available for purchase.

SPEAR will assign estimated shipment dates on Orders based on the availability of the Spear Offerings and SPEAR's acceptance of Purchaser's Order. SPEAR will make commercially reasonable efforts to meet its assigned shipment dates. However, SPEAR will not be liable for its failure to meet such dates. If Purchaser or End Customer requests or otherwise causes SPEAR to store Spear Offerings beyond the assigned shipment date, Purchaser will be invoiced a commercially reasonable service and handling fee. SPEAR shall have no liability to Purchaser for delayed or cancelled shipments due to SPEAR's compliance with applicable trade or export regulations or sanctions.

In the event that the Spear Offerings will be used by End Customer as part of a larger solution including third-party products and/or services, it will be the sole responsibility of Purchaser to obtain any additional license or use rights necessary for SPEAR to integrate its solution, or create interoperability, with technology owned or otherwise provided by such third parties.

5. Support Services.

Any Support Services are provided in accordance with the general and product-specific terms provided separately to customers whom such agreement applies to and may be amended from time to time.

For clarity, SPEAR does not accept support requests directly from End Customers that purchase Spear Offerings from a Reseller. The Reseller is expected to manage all support requests escalated by its End Customer.

6. End User License Agreement.

License and/or use rights and restrictions with respect to software provided hereunder are limited to those expressly granted by the End User License Agreement. In the event of a conflict between these Terms and the terms of the End User License Agreement, the latter shall govern with respect to the subject matter contained therein. License rights specified in the End User License Agreement are granted directly to End Customers.

7. Spear Offerings Product-Specific Terms.

Any additional product-specific terms are hereby incorporated into the Agreement to the extent Purchaser purchases those products specified. In the event of a conflict between these Terms and any product-specific terms, such product-specific terms shall govern. Product-specific terms are supplied separately to customers and resellers.

8. Spear Offering Changes.

SPEAR reserves the right to discontinue the manufacture of any of the Spear Offerings, to make changes in any Spear Offering design, or to make modifications to the Spear Offerings at any time that do not affect the form, fit or function of the Spear Offering without prior notice to Purchaser. In no event, will SPEAR be required to change Spear Offering previously sold to Purchaser. This Section will not affect any Orders that have been previously accepted by Spear Innovations.

9. Intellectual Property and Proprietary Rights.

This Agreement does not constitute a sale or transfer of any Intellectual Property Rights or other proprietary interests embodied in the Spear Offerings, the Documentation or any component thereof (or any copy, derivative work, upgrade, update, improvement or modification thereof), and nothing herein shall be deemed to establish or imply that any rights and/or license granted constitutes a conveyance of any underlying Intellectual Property Rights. Spear Innovations, its suppliers and service providers (as applicable) retain all right, title and interest in the Spear Offerings and associated Documentation, and all Intellectual Property Rights embodied therein or relating thereto. Purchaser agrees to maintain the copyright, patent, trademark and other notices appearing on the Documentation. All rights not expressly granted under the Agreement are reserved by Spear Innovations. There are no implied rights.

10. Confidentiality.

Spear Innovations and Purchaser acknowledge that each party may have access to certain of the other party's confidential and proprietary information in connection with the performance of the Agreement (the "Confidential Information"). Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information, including those taken by such party to protect its own Confidential Information of a similar nature. Each party will use the other party's Confidential Information solely to fulfill the purposes of the Agreement. Neither party will have any confidentiality obligation with respect to any portion of the other party's information that

- (i) it independently develops without reference to the Confidential Information,
- (ii) it lawfully obtains from a third party under no obligation of confidentiality, or
- (iii) becomes available to the public other than as a result of its act or omission.

Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce such confidentiality obligations.

11. Limited Warranty and Disclaimers.

Spear Innovations represents and warrants to Purchaser that Spear Innovations has the authority to enter into the Agreement and grant the rights set forth herein.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SPEAR OFFERINGS ARE SOLD "AS IS". SPEAR INNOVATIONS, ITS AFFILIATES AND ITS THIRD-PARTY SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF TRADE. SPEAR DOES NOT WARRANT THAT THE SPEAR OFFERINGS MEET PURCHASER OR END CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, WITHOUT DATA LOSS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, NEITHER SPEAR NOR ITS THIRD-PARTY SERVICE PROVIDERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SPEAR OFFERINGS OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SPEAR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in End Customer's jurisdiction. If applicable law limits the application of the provisions of this Section, Spear Innovations' liability will be limited to the maximum extent permissible.

The possible product-specific warranty policies (if included with the Quote or Product Documentation) contain the warranty terms that apply to the specific Spear Offerings and are hereby incorporated into these Terms by reference.

All warranties are solely for the benefit of the End Customer. Provided, however, Spear Innovations does not accept warranty claims directly from End Customers that purchase Spear Offerings from a Reseller. Resellers are expected to manage warranty claims escalated by its End Customers.

12. Indemnification.

Purchaser shall defend, indemnify, and hold SPEAR, its Affiliates, officers, directors, third-party service providers and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of breach of Section 14.

If Purchaser is a Reseller, Purchaser shall further defend, indemnify, and hold SPEAR, its Affiliates, officers, directors, third-party service providers, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of:

- (i) sale of the Spear Offerings pursuant to no terms and/or conditions or terms and/or conditions less protective of SPEAR, the Spear Offerings, and the Intellectual Property Rights than those set forth in these Terms, the Agreement and the End User License Agreement; or
- (ii) SPEAR's suspension, cancellation, or termination of End Customer(s) right to use the Spear Offerings and any licenses at Purchaser's request or due to non-payment or insolvency by Purchaser.

Spear Innovations shall defend, hold harmless and indemnify Purchaser from a claim against Purchaser by a third party that the Spear Offerings, used within the scope of and in compliance with the Agreement, infringe a third-party copyright or patent (a "Covered Claim") and will pay for all costs, damages, and expenses finally awarded by a court of competent jurisdiction or agreed to by SPEAR in a settlement of such Covered Claim. In the event that SPEAR anticipates that the Spear Offerings may or do become subject to Covered Claim, SPEAR shall have, at its sole option, the right to

- (i) obtain for Purchaser the right to continue using the Spear Offerings;
- (ii) substitute the Spear Offerings with another substantially similar offering; or
- (iii) without being in breach of the Agreement:
 - a. revoke any right Purchaser has to purchase, use, resell, or otherwise exercise or grant any additional rights, as applicable, with respect to the infringing portion of the Spear Offerings; and
 - b. require Purchaser to revoke any such rights it has directly or indirectly granted others ("Downstream Parties"). Revocation by SPEAR shall be effective upon Purchaser's receipt of written notice from SPEAR and Purchaser shall be solely responsible and liable for ensuring that Downstream Parties promptly comply with such revocation.

Spear Innovations will have no liability or obligation under Section 12:

- (i) if Purchaser or any Downstream Parties, as applicable, fail to take any corrective action directed by SPEAR (including, but not limited to, implementation of any update, upgrade, or patch);
- (ii) if Purchaser has not paid in full for the Spear Offerings subject to the Covered Claim;
- (iii) for any costs, losses, or damages resulting from willful acts of Purchaser or any Downstream Parties, or any settlement or compromise agreed by Purchaser or Downstream Parties without SPEAR's prior written consent; and
- (iv) to the extent that a Covered Claim is based upon:
 - a. use of the Spear Offerings in combination with any other product, device, materials, services, software, or equipment;
 - b. alterations or modifications to the Spear Offerings;
 - c. use of the Spear Offerings other than in accordance with the Documentation;
 - d. SPEAR's compliance with Purchaser or any Downstream Parties' designs, instructions, or specifications (whether or not included in a Custom Offering); or
 - e. SPEAR's, Purchaser's or any Downstream Parties' compliance with any industry or proprietary standard or use of the Spear Offerings to enable implementation of any industry or proprietary standard (such claims - i.e., those set forth in (i) through (iv) above - are individually and collectively referred to herein as "Excluded Claims").

Purchaser shall defend, hold harmless, and indemnify SPEAR, its Affiliates, officers, directors, third-party service providers, and employees from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (i) Excluded Claims; or (ii) Purchaser's unauthorized use of the Spear Offerings. SPEAR will be entitled to participate in its defense at its own expense with counsel of its own choosing.

The indemnitee agrees to promptly notify the indemnitor, in writing, of any claim pursuant to this Section 12. The indemnitor shall have sole control of the defense of any such action (and all negotiations for its settlement or compromise). The indemnitee agrees to provide the indemnitor with all information and assistance reasonably required for the defense of the claim. No costs or any expense shall be incurred on the indemnitor's account without indemnitor's prior written consent.

THE FOREGOING STATES THE SOLE LIABILITY OF SPEAR AND EXCLUSIVE REMEDY OF PURCHASER FOR INTELLECTUAL PROPERTY INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO. PURCHASER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

13. Limitation of Liability.

In the event of any breach of warranty with respect to SPEAR Offerings, the SPEAR shall, at the discretion of the SPEAR, either: (i) replace the SPEAR Offerings in question; or (ii) repay the price of the SPEAR Offerings in question.

IN NO EVENT SHALL SPEAR INNOVATIONS, ITS AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO PURCHASER OR END CUSTOMER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SPEAR OFFERINGS PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS, LOSS OF DATA OR DATA BREACH, GOODWILL, ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY AND THE LIKE), EVEN IF SPEAR OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SPEAR'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY PURCHASER FOR THE SPEAR OFFERINGS AT ISSUE DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

The foregoing limitations and exclusions apply even if a limited or exclusive remedy fails of its essential purpose and will apply to the extent permitted by applicable law in Purchaser's jurisdiction. If applicable law limits the application of the provisions of this Section, SPEAR's liability will be limited to the maximum extent permissible.

14. Compliance with Laws.

If Purchaser is a Reseller, Purchaser shall obtain any and all permits, licenses, authorizations and/or certificates that may be required in any jurisdiction or by any regulatory agency in connection with the conduct of its business and the distribution or sale of the Spear Offerings, if so authorized.

The Purchaser shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of Spear Offerings or other technology Spear Innovations makes available, including but not limited to laws and regulations applicable to:

- (i) the import and export of the Spear Offerings;
- (ii) any laws or regulations regarding corruption or bribery; or
- (iii) the use of deceptive or misleading practices. Without limiting the generality of the foregoing, Purchaser shall comply with all laws and regulations on data privacy, international communications, and the exportation of technical or personal data.

The Spear Offerings or other technology Spear Innovations makes available may be subject to export laws and regulations of Finland, the European Union (EU) and other jurisdictions. Purchaser agrees to comply strictly with all export laws and regulations. Purchaser shall not permit access or use of any Spear Offerings, or other technology SPEAR makes available, to any person or entity that is the target of sanctions or in an embargoed country that would prohibit such access or in any violation of any export law or regulation. Embargoed countries and sanctions lists are subject to change without notice, and Purchaser must comply with the lists as they exist in fact. Purchaser certifies that neither Purchaser nor any End Customers or other Downstream Parties are listed on any blocked, denied, sanctioned or debarred persons or entity list maintained by any government authority.

For more information on export restrictions for Spear Offerings, Documentation and technical data, please contact the Spear Innovations Legal Department at legal@spear.fi

15. Term, Suspension, Termination, and Renewal.

Unless sooner terminated in accordance with other provisions of the Agreement, the Agreement will continue in full force and effect until all rights and duties set forth herein have been completed, expired, or terminated.

Spear Innovations reserves the right to terminate an End Customer's use of and license to an Spear Offering in the event End Customer breaches a material obligation set forth in the End User License Agreement and fails to cure such breach within thirty (30) days after SPEAR sends written notice describing the breach if such breach is capable of being cured, or immediately if the breach is not capable of being cured.

If any amount owing by Purchaser is thirty (30) or more days overdue to Spear Innovations, SPEAR may in its sole discretion and without limiting SPEAR's other rights and remedies, suspend Purchaser's use of the Spear Offerings and any related Support Services and/or professional services and stop fulfillment on any other Orders placed by Purchaser. SPEAR will give Purchaser at least 10 days' prior notice prior to suspension. If Purchaser disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, the exercise of the rights within this Section shall be at SPEAR's sole discretion.

Either party may terminate the Agreement if:

- (i) the other party files or has filed against it a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, or is adjudicated bankrupt; or
- (ii) makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

Upon the termination of the Agreement all rights and licenses granted hereunder shall cease and the Purchaser shall immediately pay all outstanding sums due to SPEAR. Following termination, the Agreement will continue to apply to all past use of the Spear Offerings by Purchaser. Notwithstanding, subject to payment of all applicable fees, unless End Customer's use and license is terminated pursuant to the End Customer breaching materially its obligations set forth in the End User License Agreement and failing to cure such breach within 30 days, upon termination of these Terms, End Customer shall retain any Perpetual licenses granted hereunder.

The Sections of the Agreement which contemplate performance or observance subsequent to termination or expiration of the Agreement, or which by their nature are intended to survive termination or expiration of the Agreement shall so survive termination or expiration and continue in full force and effect.

The following applies only to Subscription based Spear Offerings: The initial Subscription term for use of the Spear Offerings is set forth in the Order Acknowledgment. Upon expiration of the initial Subscription term for the Spear Offerings, the Spear Offerings will automatically renew for the same term as initially ordered unless either party gives written notice of non-renewal at least thirty (30) days in advance of the renewal date. Purchaser agrees to pay the fee applicable to any automatically renewed Spear Offerings. These Terms will continue to govern purchase of the Spear Offerings for any subsequent Subscription term.

FOR CLARITY, PURCHASER IS RESPONSIBLE FOR ALL FEES ASSOCIATED WITH ANY DELIVERED SPEAR OFFERINGS AND OTHER ACCRUED, BUT UNPAID EXPENSES, AND SPEAR IS PERMITTED TO INVOICE AS SET FORTH IN THIS AGREEMENT. IF THE ORDER IS TERMINATED FOR ANY REASON, SPEAR IS PERMITTED TO IMMEDIATELY INVOICE PURCHASER FOR DELIVERED SPEAR OFFERINGS.

16. Information Security and Data Privacy.

Spear Innovations will implement and maintain, and will require its subcontractors to implement and maintain, commercially reasonable security measures designed to meet the following objectives:

- (i) reasonably protect the security and confidentiality of End Customer data in the custody and under the control of SPEAR;
- (ii) protect against known threats or hazards to the security or integrity of such data;
- (iii) protect against unauthorized access to or use of such data; and
- (iv) return or disposal of such data is performed in a manner consistent with SPEAR's obligations under items (i)-(iii) above.

Each party shall maintain and protect all Personal Data of the other party as required by the applicable law of any governmental authority having relevant jurisdiction, including without limitation any applicable data protection laws. Except as and to the extent strictly necessary to meet a party's obligations in connection with these Terms, neither party shall share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Personal Data received from the other party or any Affiliate, or transfer such Personal Data from one country or territory to another, without the prior written consent of the party disclosing such Personal Data and in accordance with all applicable laws and regulations. Each party shall notify the other party promptly in the event that such party's Personal Data is compromised in any way and shall reasonably and promptly assist and cooperate with such party in responding to inquiries and complaints concerning such compromise in a timely manner, including without limitation those inquiries and complaints brought by End Customers, employees, government or regulatory authorities, or other third parties. If necessary, the parties will agree upon and execute further documentation, as appropriate, required to comply with the parties' respective obligations under applicable data protection laws. Each party further shall comply with its own privacy policy.

Notwithstanding anything to the contrary, End Customer is solely responsible for:

- (i) use of the software, including without limitation, installation, deployment, and management of the software;
- (ii) use of the Spear Offerings in compliance with all applicable laws;
- (iii) ensuring the security of all data collected, processed, stored, and maintained using the Spear Offerings; and
- (iv) providing adequate notice and obtaining and maintaining valid consents from all of End Customer's end users, as may be necessary under applicable law (including applicable data protection laws), to process Personal Data using the Spear Offerings for End Customer's intended purposes.

17. Miscellaneous.

Nothing in the Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each party shall bear its own costs and expenses in performing these Terms.

Spear Innovations shall not be considered in default of performance of its obligations under the Agreement if performance of such obligations is prevented or delayed by any circumstances not within SPEAR's control including, but without limitation: pandemics, epidemics, and any associated travel restrictions or advisories of relevant

governmental and global authorities (such as the World Health Organization) prohibiting or restricting (or recommending the prohibition or restriction of) the movement of persons or goods or the closure of or restricted operation of facilities, acts of God, fire, explosion, flood, storm, terrorist attack, civil war, commotion or riots, war (or threat of war), imposition of sanctions, embargoes or acts of government (including without limitation failure or delay to obtain export licenses), labor disputes, failure or delay of transportation, suppliers, vendors or subcontractors, SPEAR's inability to enter premises to fulfill its obligations under the Agreement when applicable, or any other similar cause or causes beyond the control of SPEAR. Time of performance of SPEAR's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

The Agreement shall be construed in accordance with the governing law and jurisdiction of Finland without regard to conflict of law principles. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceedings arising out of or related to the Agreement or the transactions contemplated hereby. The provisions of the United Nations Convention on Contracts for the International Sale of Goods or Finnish Sale of Goods Act (355/1987, as amended) will not apply to the Agreement or any Order issued hereunder.

These Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, no right or obligation of Purchaser under the Agreement shall be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without SPEAR's prior express written consent, and any attempt to do so without SPEAR's consent shall be void. Notwithstanding the foregoing,

- (i) SPEAR may assign these Terms to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; and
- (ii) SPEAR may assign these Terms to any of its Affiliates. SPEAR may engage subcontractors to perform any of its obligations under the Agreement.

SPEAR will provide Purchaser with any legal notices by certified or registered mail, express mail, or overnight delivery service or to the email address Purchaser provided on the applicable Order. Purchaser is responsible for keeping its mailing and email address current with SPEAR. Legal notices to SPEAR shall be made in writing and provided by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to: Spear Innovations Oy Ltd, Karhunkatu 12, 28760 Pori, Finland, Atn: Legal Department.

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

No term or provision hereof shall be deemed waived, and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

These Terms are the entire understanding and agreement between the parties hereto with respect to the subject matter of these Terms and merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written agreement signed by the parties hereto.

ADDENDUM 1

Embeddable Hardware

This Addendum applies to hardware purchased from SPEAR that is intended to be embedded in products of another company ("Embeddable Hardware"), whether performed by Purchaser, End Customer, or another Downstream Party ("Embedding Party"). The resulting product is referred to herein as the "Final Product."

1. The Embedding Party is permitted to incorporate or integrate Embeddable Hardware into the Final Product in accordance with the applicable Documentation; provided however, if Purchaser is not the Embedding Party, Purchaser shall remain liable for the Embedding Party's compliance with the terms of the Agreement and this Addendum as it pertains to the Embeddable Hardware.
2. License Grant
 - a. Subject to the terms and conditions of the Agreement and this Addendum, SPEAR hereby grants Embedding Party a nontransferable, nonexclusive, non-sublicensable license during the Term to: (i) modify the Embeddable Hardware solely as necessary to exercise the right granted in Section 1, and (ii) to sublicense the rights explicitly granted to Embedding Party under the Agreement for the purpose of authorizing Downstream Parties to use the Final Product.
 - b. SPEAR may provide Purchaser or an Embedding Party a reasonable number of units of Embeddable Hardware solely for Purchaser or an Embedding Party's demonstration purposes and for internal development purposes relating to the integration of the Embeddable Hardware with Final Product (the "Demonstration Product"). This grant does not include any right to otherwise utilize the Demonstration Product, information relating to it, nor any right to reproduce the Demonstration Product or to make and/or sell variations or derivative works of the Demonstration Product. All right, title and interest in the Demonstration Product and associated Intellectual Property Rights shall remain in SPEAR. All such Demonstration Product will include customary Documentation. Purchaser agrees to keep, or to ensure that the Embedding Party keeps, the Demonstration Product installed and accessible at Purchaser or Embedding Party's location, as applicable, and to maintain it in good operating condition. Demonstration Product may not be distributed without permission from SPEAR.
3. Software License
 - a. SPEAR hereby grants to Embedding Party a limited, non-exclusive, non-transferable, non-sublicensable, and perpetual license to use the object code version of SPEAR software embedded in the Embeddable Hardware, including the Documentation for Embedding Party's use of the Embeddable Hardware solely in connection with the Agreement and this Addendum. Software does not include any source code whatsoever.
 - b. Embedding Party shall not use or reproduce the software or Documentation for any purpose other than as specified in this Addendum. Embedding Party shall not provide, sublicense, assign, distribute, rent, lease, sell, transfer, transmit or otherwise make available the software, any Documentation or any parts or copies thereof in any form to any third party, except as expressly permitted by this Addendum. SPEAR owns and shall retain all title, copyrights, and other proprietary rights in the software, Documentation and any updates, upgrades or translations thereof.
 - c. Should Embedding Party desire to develop derivative software applications for use with the Embeddable Hardware and if Embedding Party uses SPEAR's APIs for this purpose, a separate license agreement will be provided by SPEAR for execution by SPEAR and Purchaser.
4. License Limitations and Restrictions
 - a. Purchaser and Embedding Party SHALL NOT, DIRECTLY OR INDIRECTLY: (i) distribute the Embeddable Hardware as a standalone product not integrated into the Final Product; or (ii) integrate the Embeddable Hardware into any equipment that competes with the Embeddable Hardware. SPEAR reserves the right to immediately terminate the Agreement for violation of the restrictions herein.
 - b. Purchaser and Embedding Party shall not distribute less than all of the subcomponents of the complete Final Product. Purchaser and Embedding Party are prohibited from unbundling and distributing separately any software or hardware component, Documentation or End User License Agreement from the Embeddable Hardware. PURCHASER AND EMBEDDING PARTY SHALL NOT,

DIRECTLY OR INDIRECTLY, REMOVE THE SERIAL NUMBER OR OTHER MARKINGS FROM THE EMBEDDABLE HARDWARE.

- c. Purchaser and Embedding Party agree not to:
 - (i) rent, lease, or loan the Embeddable Hardware or use the Embeddable Hardware or authorize use of the Embeddable Hardware in any manner to provide service bureau or commercial time-sharing services to third parties;
 - (ii) package the Embeddable Hardware in bulk for redistribution to any third parties, remarketers or distributors;
 - (iii) reproduce, modify and/or create derivative works of any portion of the Embeddable Hardware except as necessary to exercise the right granted in Section 1; or
 - (iv) distribute the Embeddable Hardware to any third party if it knows (or has reason to know) that the Embeddable Hardware may be use or transported (including any export or import) in violation of the Agreement.
- d. Purchaser and Embedding Party shall not make copies, modifications, or translations of the Documentation or any software embedded in the Embeddable Hardware without SPEAR's prior written authorization.

5. Marks

- a. Purchaser and Embedding Party shall not brand the Final Product with any names, logos, or trademarks (collectively, "Marks") other than: (a) the Marks of Purchaser or Embedding Party; or (b) the Marks of a Downstream Party (as authorized by such Downstream Party).
- b. Purchaser and Embedding Party shall: (a) not make any representations, warranties, or guarantees concerning the Embeddable Hardware that are inconsistent with or in addition to those made in the Agreement, this Addendum, the Documentation or written marketing materials provided to Purchaser and/or Embedding Party by SPEAR or the applicable End User License Agreement; and (b) comply with all applicable federal, state, and local laws and regulations with respect to the Embeddable Hardware and its performance of all rights and obligations under the Agreement and this Addendum.

6. Additional indemnification.

In addition to the indemnification obligations set forth in the Agreement, Purchaser shall defend, hold harmless and indemnify SPEAR, its Affiliates, officers, directors, third-party service providers and employees against any and all claims, damages, liabilities and expenses based on or resulting from any claims:

- (i) alleging patent, copyright, trade secret or trademark infringement resulting from or in connection with the use, manufacture, assembly or distribution of any Final Product or use, creation or distribution of any Embeddable Hardware (including any embedded software) that constitutes a Custom Spear Offering;
- (ii) alleging actual or suspected defect or flaw in any Spear Offering modified by Purchaser or modified by SPEAR based on Purchaser's instructions or specifications; and
- (iii) that the Final Product fails to meet any applicable technical requirements and/or certifications.