

OPENGear, INC.'S STANDARD TERMS AND CONDITIONS

This document contains the terms and conditions that apply to the purchase by Customer ("Customer") of the Products, Software licenses, and Services of Opengear, Inc. ("Opengear") through Opengear's authorized resellers and distributors on or after June 20, 2025. These terms, together with the applicable Service Description(s), define the rights and obligations of Customer and Opengear relative to any such purchases ("the Agreement") and supersedes and replaces any conflicting rights or obligations, including those arising from their respective contracts with such resellers and distributors. This Agreement does not include payment or shipping terms because Customer is purchasing through Opengear's authorized resellers and distributors, not directly from Opengear. By accepting delivery of Products or using Services or Software from Opengear or Opengear's authorized resellers or distributors, Customer agrees to be bound and to accept this Agreement.

WITH RESPECT TO SOFTWARE, YOU WILL BE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS BY: (A) CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS, (B) EXECUTING AN ACCOUNT AGREEMENT OR ORDER FORM THAT REFERENCES THESE TERMS AND/OR (C) ACCESSING AND/OR OTHERWISE USING THE SOFTWARE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT INDICATE YOUR ACCEPTANCE ON BEHALF OF THE ENTITY. IF YOU ARE A USER WORKING FOR OR ON BEHALF OF A COMPANY, YOU REPRESENT AND AGREE THAT: (1) SUCH COMPANY HAS DULY AUTHORIZED YOUR ACCESS TO THE APPLICABLE SOFTWARE AS A USER, AND (2) YOU HAVE READ THESE TERMS, UNDERSTAND THEM AND AGREE TO BE BOUND BY ALL TERMS APPLICABLE TO USERS. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT INDICATE YOUR ACCEPTANCE OR DOWNLOAD, COPY, ACCESS, INSTALL OR OTHERWISE USE THE SUBJECT SOFTWARE IN ANY WAY. YOUR ACCEPTANCE OF THESE TERMS CONSTITUTES AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND OPENGear, WITHOUT WHICH OPENGear WOULD NOT AGREE TO EXTEND THE RIGHTS SET FORTH HEREIN.

1. Definitions

- 1.1. **Hardware**: The physical components of Opengear's Products.
- 1.2. **Firmware**: The software components of Opengear's Products. "Firmware" does not include the Software.
- 1.3. **License**: The license grant to the Software, as defined in Section 2.
- 1.4. **Nodes**: Any endpoint that connects to the Software. Nodes may be an Opengear Product or a third party hardware appliance, such as, for example, a Cisco 2900. Software functionality will be limited for third-party Nodes.
- 1.5. **Products**: Opengear's equipment, including Hardware and Firmware. "Products" does not include the Software.
- 1.6. **Services**: Foundation Technical Support, Premium Technical Support, Professional Services, Extended Warranty, or other services as described in the applicable Service Description.
- 1.7. **Service Description**: A document published by Opengear that outlines the elements of the Services and certain terms applicable thereto.
- 1.8. **Software**: Opengear's Lighthouse management software.
- 1.9. **Software License Key**: a pattern characters that unlocks the Software for use by Customer.

2. Lighthouse Software License

2.1. Subject to the terms and conditions of this Agreement, Opendgear grants Customer a nonexclusive and non-transferable right, without the right to sublicense, to install and use the Software for the Software License term for Customer's internal use, on a physical or virtual instance. Customer also may install and use Software on up to ten (10) secondary instances that are "read-only" and serve as an idle stand-by to be used in failover scenarios.

2.2. Software License Restrictions

(a) Customer may not transfer rights granted to Customer with respect to Software under this Agreement without the express written consent of Opendgear as determined in its sole discretion, provided that in connection with any such written consent Customer must transfer at the same time all copies of the Software to the same approved transferee or destroys such materials not transferred, and the transferee agrees in a signed writing to this Agreement;

(b) Customer will not edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or otherwise attempt to derive the source code of the Software, incorporate the Software in whole or in part in any other software or product, or develop derivative works of the Software or allow others to do so, or attempt to do any such things.

(c) Customer will not reproduce, copy, distribute, resell, or otherwise use the Software for any purpose.

(d) Customer will not allow any third party or an unauthorized user to use the Software.

(e) Customer will not use the Software in any way which breaches any applicable local, national, or international law.

(f) Customer will not remove any proprietary notices or labels from the Software.

(g) If Customer has not obtained and installed a Software License Key from an Opendgear authorized reseller or distributor or Opendgear, Customer is permitted to use the Software solely for evaluation or demonstration purposes however Customer's right to use the Software shall terminate thirty (30) days after Customer's installation of the Software, at which time Customer must return or destroy the Software; and

(h) If Customer has installed a Software License Key, Customer may not use the Software to concurrently manage more than the number of Nodes specified in the related customer purchase order. Software functionality will be limited for third-party Nodes.

2.3. Intellectual Property. The Software (and the copyright and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) is owned by Opendgear or a third party licensor who shall retain exclusive right, title and ownership of the Software and all copies, improvements, modifications, and derivative works thereof. No license is granted hereunder in or to any proprietary source code, materials, equipment, third party software or Software components utilized or included within the Software. The License rights granted hereunder are the exclusive rights granted to Customer with respect to the Software. Without limiting the generality of the foregoing sentence, nothing in this Agreement grants any rights or licenses to patents, copyrights, trade secrets, trademarks or any other intellectual property rights or other rights with respect to the Software. Customer may make a reasonable number of copies of the electronic documentation accompanying the Software for each License purchased, provided, however, that any and all copyright notices and any other proprietary rights

notices appearing on the electronic documentation in connection must be reproduced and included with such copies. Opengear reserves all rights not expressly granted herein.

2.4. Software License Term. The Software License is contingent upon Customer's payment in full of all applicable fees for the License and use of the Software or components thereof to Opengear or its authorized reseller or distributor. To receive and/or activate the Software License Key, Customer must pay the subscription fees to Opengear or such reseller or distributor. The Software License fees are non-cancelable and non-refundable. Each unique Software License Key has an associated active term once installed, downloaded, or utilized (whichever is earliest, as applicable) and can be renewed with a custom end date option. This license is effective for the duration of the active term. Customer acknowledges and agrees that upon expiration of the applicable License term, the functionality and operation of the Software will be limited to a read-only mode. To the extent Opengear provides Customer with a renewal message or notice electronically through the Software or otherwise in writing, Customer must contact Opengear or its authorized reseller or distributor to discuss renewing the License should Customer desire to do so. Any renewal shall be subject to the renewed terms and conditions agreed upon by the parties. Customer agrees that Opengear or its authorized resellers or distributors may increase pricing for any Licensed Software or parts thereof in connection with any such renewal.

2.5. Termination. Opengear reserves the right to terminate this license and Customer's right to use the Software in the event you breach a material obligation under this Agreement. Upon any termination, the licenses granted by this Agreement will immediately terminate and Customer shall stop all access and use of the Software.

3. Firmware License. Firmware is owned by Opengear or a third party licensor who shall retain exclusive right, title and ownership of the Firmware. Customer is granted a limited, personal, non-exclusive license, without the right to sublicense, to use the Firmware only with the specific Opengear Hardware that such Firmware is intended to operate with. Customer may not reverse engineer, decompile, disassemble or modify the Firmware, except and only to the extent that such activity is expressly required by applicable law notwithstanding this limitation.

4. Open Source Software. Firmware and Software may include certain open source components that are subject to open source licenses ("Open Source Software"). Any such Open Source Software is provided pursuant to such Open Source Software license terms and conditions. Opengear will identify such Open Source Software upon Customer's written request.

5. Product Warranty

5.1. Subject to the terms of this section, Opengear warrants that Hardware in any Product upon the date of original purchase from an authorized reseller or distributor will conform to its specifications and thereafter will be free from defects in materials and workmanship (except in those cases where the materials are supplied by Customer) under normal and proper use and service for the period of five (5) years from the date of original purchase from an authorized reseller or distributor. In the event that the Hardware fails to conform to the warranty set forth in this Section, and provided that Opengear confirms the specified defects, Customer's sole remedy is to have Opengear, in Opengear's sole discretion, repair or replace such Product, at no additional charge. The RMA Process is described in the applicable Service Description. Repair parts and replacement Products will be provided on an exchange basis and will be either new or refurbished. Opengear will retain all replaced parts and Products.

5.2. Notwithstanding the foregoing, the warranty in this section does not include service to replace or repair damage to the Product resulting from accident, disaster, abuse, misuse, electrical stress, negligence, any non-Opengear modification of the Product except as provided or explicitly recommended by Opengear in writing, or other cause not arising out of defects in material or workmanship. This warranty also does not include service to replace or repair damage to the Product if the serial number or seal or any part thereof has been altered, defaced or removed. If Opengear does not find the Product to be defective, then Customer will be invoiced for said inspection and testing at Opengear's then-current rates, regardless of whether the product is under warranty.

5.3. Firmware maintenance for security patches and bug fixes will be offered for the duration of the Product warranty according to Opengear's current patch policy, available at <https://portal.opengear.com/s/>. Customer may be required to upgrade to a current version of Firmware and/or implement other changes to implement updates. If Customer does not subscribe to the Software or does not use the Software to update Firmware, Customer will be responsible for manually updating its Products to the most current version of Firmware and for all other manual updating. Opengear offers security and bug fix resolutions only on Products covered by warranty.

6. Support

6.1. Software Support. The original purchase of a Software License includes the following maintenance and support for the Software during the active subscription period: (1) new releases which may include new features, bug fixes and security updates and (2) break fix technical support via phone, email or portal. Technical support hours of availability are defined at <https://portal.opengear.com/s/>. Maintenance and support is included in the applicable License fees, and contingent upon Customer's payment to Opengear or its authorized reseller or distributor of all such applicable License fees, for the License to the Software. Support for Software is limited to the duration of the active term. Technical support does not include assistance or support relating to issues caused by third party software, equipment, or service providers.

6.2. Product Support. Technical support for Products, including Hardware and Firmware, is available for subscribers of Services as set forth in the applicable Service Description. Services are non-cancelable and non-refundable.

7. Connectivity Services are provided pursuant to Digi's Wireless Services Terms available at <https://www.digi.com/legal/wireless-terms>.

8. Customer Responsibilities

8.1. Customer is solely responsible for:

- (a) maintaining the security of each Product, including installing firmware updates and following Opengear's configuration recommendations;
- (b) maintaining the security of any third-party Nodes;
- (c) ensuring passwords for Software are strong and secure;
- (d) ensuring the device on which the Software is installed meets the minimum requirements of the Software and its updates;
- (e) maintaining the security of the device on which the Software is installed;
- (f) all use of the Software, including without limitation, installation, deployment, and management of the Software and updates thereto;
- (g) compliance with applicable laws for any data collected, processed, stored, and maintained using the Software;

(h) ensuring the security of all data collected, processed, stored, and maintained using the Software;

(i) all technical or connectivity issues relating to or caused by third party devices, software, or service providers.

9. Limitation of Liability

9.1. THE WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS PROVIDED BY OPENGear THROUGH A RESELLER OR DISTRIBUTOR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LICENSED SOFTWARE AND FIRMWARE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION TO THE WARRANTIES DISCLAIMED ABOVE, OPENGear SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESS, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE OR OTHER FAIL-SAFE APPLICATIONS. OPENGear MAKES NO WARRANTY OR REPRESENTATION THAT ITS SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATION SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE OR FIRMWARE WILL BE CORRECTED.

9.2. IT IS UNDERSTOOD AND AGREED THAT OPENGear'S AGGREGATE LIABILITY WHETHER IN CONTRACT, INDEMNITY, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT CUSTOMER PAID FOR PRODUCTS AND SOFTWARE DURING THE 12 MONTH PERIOD PRIOR TO THE INCEPTION OF THE CLAIM. UNDER NO CIRCUMSTANCES SHALL OPENGear BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE OR DATA. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

9.3. OPENGear IS NOT RESPONSIBLE FOR ANY LOSS OF SECURITY CAUSED OR CONTRIBUTED TO BY CUSTOMER'S RESPONSIBILITIES IN SECTION 8, OR CUSTOMER'S FAILURE TO PROPERLY CONFIGURE THE PRODUCTS, INSTALL SOFTWARE AND FIRMWARE SECURITY UPDATES, OR FOLLOW OPENGear'S SECURITY RECOMMENDATIONS.

10. Indemnification

10.1. Infringement Indemnity by Opengear. Opengear shall defend or settle any claim, suit, or action (each a "Claim") against Customer based on an allegation that any Product purchased or Software licensed by Customer from an authorized reseller or distributor infringes any third party's U.S. patent or copyright, as provided by Opengear on a standalone basis and used according to Opengear's instructions. Opengear has no liability under this section for any Claim based in whole or in part on (1) Opengear's compliance with Customer's designs, specifications or instructions; (2) modification of the Product or Software; (3) the use of the Product or Software in combination with other technologies; (4) claims involving

industry standards, including but not limited to all generations of Wi-Fi, LoRaWAN, 3G, LTE, and 5G; (5) use of the Product or Software in violation of the law; or (6) use of the Product or Software in a manner for which it was not intended. Opengear will further indemnify Customer and hold Customer harmless against any actual damages awarded as a result of such Claim and any amounts Opengear negotiates to settle such Claim. Opengear may, at its sole option and expense (i) defend the claim, suit or action or (ii) procure for Customer the right to continue using the Product or Software or (iii) modify the Product or Software so that it is non-infringing or (iv) procure a replacement Product or Software that has substantially the same functionality, or if none of the above options is reasonably available (v) terminate this Agreement with respect to the Product or Software and refund the Customer the purchase price originally paid less a use credit for the period of use. THIS SECTION STATES OPENGEAR'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT, OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY PATENT OR COPYRIGHT AND THIS SECTION IS SUBJECT TO LIMITATIONS OF LIABILITY INCLUDED IN THIS AGREEMENT.

10.2. Terms of Indemnities. The indemnification obligations under this section are conditioned upon the indemnified party providing the indemnifying party with prompt notification of any Claim, sole control over the defense and resolution of the Claim, and all reasonable cooperation in the defense of the Claim. The indemnifying party will have the right to conduct the defense of any Claim covered by this Section and all negotiations for its settlement or compromise, except that the indemnified party may, in its sole discretion, participate in the defense of any such cause of action, claim or demand at its own expense. Without limiting the foregoing, the indemnifying party may not, without the other party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened cause of action, claim or demand, unless such settlement, compromise or consent: (i) includes an unconditional release of the indemnified party from all liability; (ii) is solely monetary in nature and (iii) does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of, the indemnified party.

11. Exclusive Recourse and Remedies. THE ONLY WARRANTIES AND INDEMNITIES APPLICABLE TO THE PRODUCTS AND SOFTWARE PROVIDED FROM OPENGEAR THROUGH A RESELLER OR DISTRIBUTOR ARE THOSE SET OUT IN THIS AGREEMENT. CUSTOMER WILL NOT ASSERT AGAINST ANY SUCH RESELLER OR DISTRIBUTOR ANY CLAIMS SUBJECT TO THE WARRANTIES AND INDEMNITIES SET OUT HEREIN.

12. Force majeure. Opengear shall not be liable for any damages or penalty for delay in delivery or for any other failure to perform in accordance with the terms and conditions hereof if such delay or failure to perform is due in whole or in part to factors beyond Opengear's reasonable control, including, but not limited to, fires, floods, natural disasters, power outages, cybercrime, delays or disruptions by third parties, delay in transportation, unavailability of materials or delay in delivery by Opengear's vendors.

13. Confidentiality.

13.1. Confidential Information. "Confidential Information" means any non-public technical or non-technical information related to the operations, products, technology, services, or business of a party disclosed or otherwise provided in any manner by such party to the other party, or to which the receiving party may gain access while performing under the Agreement, whether disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential.

13.2. **Nondisclosure.** During the term of this Agreement and for a period of 3 years thereafter, each party will: (a) hold the other's Confidential Information in confidence, using the same degree (but no less than a reasonable degree) of care and protection that it exercises with its own confidential information of a similar nature; (b) not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information of the other party to a third party; and (c) not use the other party's Confidential Information for any purpose other than as necessary to fulfill such party's obligations or exercise its rights under this Agreement. Notwithstanding the above, either party may disclose Confidential Information if so required by applicable law or regulation (including court order or subpoena or other governmental decree or authority), provided that the receiving party, if required by governmental authority to reveal Confidential Information of the disclosing party will, if allowed by applicable law, notify the disclosing party promptly upon learning of the government requirements and before making such disclosure, and will provide the disclosing party with an opportunity (at the disclosing party's own expense) to seek a protective order or other appropriate procedure so that the disclosure, if required, can be made in a manner than preserves the confidentiality of the Confidential Information.

13.3. **Exclusions.** The foregoing obligations respecting "Confidential Information" will not apply to information which the receiving party can show was: (a) publicly available or later becomes publicly available other than through a breach of this Agreement; (b) known to the receiving party prior to such disclosure; (c) independently developed by the receiving party without the benefit of Confidential Information of the disclosing party; or (d) subsequently lawfully obtained by the receiving party from a third party without obligations of confidentiality.

14. General

14.1. **Notices.** All "notices" must be in writing and delivered electronically or by other method with proof of delivery. Notices will be delivered electronically to the email address on file for Customer. Notices sent by email to Customer will be deemed to have been received when sent. Customer is obligated to keep its account information accurate and current. Notice from Customer to Opengear must be sent by electronic mail to legal.notices@digi.com or to any other electronic mail destination provided in writing by Opengear to Customer and shall be deemed given upon actual receipt by Opengear. All other communications, requests or alerts may be provided by fax, email, website or other electronic means.

14.2. **Assignment.** Neither party will assign this Agreement, in whole or in part to a third party, without the written consent of the other party; provided that Opengear may assign this Agreement to an affiliate or to the surviving legal entity in the case of its merger or consolidation, or to an entity to which such party transfers all, or substantially all, of its business and assets relevant to this Agreement. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

14.3. **Governing Law.** This Agreement and any related sales will be governed by the laws of the State of Minnesota. The United Nations Convention on Contracts for the International Sale of goods will not apply.

14.4. **Disputes.** The parties agree that the courts of the State of Minnesota will have exclusive jurisdiction over any claim, or dispute or controversy arising out of or related to this Agreement.

14.5. **Waiver of Jury Trial.** The Parties irrevocably waive, to the fullest extent permitted by applicable law, any right to a jury trial in any legal proceeding arising or relating to this Agreement or the transactions contemplated hereby.

14.6. Export Restrictions. Customer will comply with all applicable United States export control laws and regulations concerning export and re-export of Products and Software, technology and documentation, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

14.7. Severability. Any waiver of or modification to the terms of the Agreement will be ineffective unless executed in writing and signed by both parties. If any provision of these terms and conditions are held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this document.

14.8. Survival. The rights and obligations which are continuing in nature will survive termination of the Agreement.

14.9. Changes to these terms. Opendgear reserves the right, in its sole discretion, at any time and from time to time, to replace, modify, add to or retract/delete all or any portion of this Agreement. It is your obligation to review the most recent version of this Agreement from time to time, posted at www.digi.com/legal, to ensure your continued acceptance hereof. Any revisions to this Agreement will become effective, and will constitute an amendment to this Agreement, twenty (20) business days after such revisions are posted. Your continued use of the Services after the applicable effective date of such revisions will conclusively establish your acceptance to be bound by the revised Agreement.

14.10. Complete Agreement. This Agreement, together with the Service Descriptions, contains the entire understanding between Customer and Opendgear with respect to the subject matter contained herein and there are no contracts, agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no modification hereto shall be of any force or effect unless reduced to writing and signed by both Parties hereto. Any terms in any of Customer's purchase orders or other ancillary documents that are in conflict with or in addition to the terms of the Agreement are rejected and will be of no effect unless expressly agreed to in writing by both parties.

Rev. June 20, 2025