

ResoluteOS END USER LICENSE AGREEMENT ("EULA")

Updated July 24, 2025

This is a legal agreement ("AGREEMENT") between the end-user customer ("you"), and the subsidiary (Inuvika (Americas) Inc or Inuvika EMEA Limited) from which you (or a third-party reseller on your behalf) ordered your ResoluteOS Thin Client Software. The subsidiary is authorized by Inuvika Inc, by license, to sublicense the software hereunder to You (the applicable subsidiary is hereinafter referred to as "INUVIKA"). This EULA applies to ResoluteOS Thin Client Software (hereinafter the "Software").

BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THE SOFTWARE.** Nothing contained in any purchase order or any other document submitted by you shall in any way modify or add to the terms and conditions contained in this AGREEMENT.

1. **END USER LICENSES.** Subject to the terms and conditions of this Agreement, Inuvika grants you a non-exclusive, non-sublicensable and non-transferable license to install and/or use the Software during the Term in accordance with this Agreement. The Software contains both INUVIKA proprietary software, third party proprietary software and open-source software in object code form licensed hereunder. "Appliance" means a hardware appliance with installed Software. You acknowledge and agree that the Software may contain certain open source software, as well as any other software products of third-parties that are provided together with or in relation to the Software (collectively, "Third Party Software"), as referenced in the Software itself, the Documentation, or on Inuvika's website. This EULA shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern Your access to and use of the applicable Third Party Software. Such Third Party Software is distributed to You solely under the terms set forth in the relevant Third Party Software license agreements and You acknowledge and agree that this Agreement in no way supplements or detracts from any term or condition therein.

ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, Inuvika will make available the required source code for the Third Party Software in response to Your request.

Your license will be activated by a key that allows use of the Software in quantities defined by your Invoice from Inuvika.

- (a) **NFR License for Demo.** If Software is provided as "Not For Resale (NFR)," notwithstanding any term to the contrary in this AGREEMENT, your license permits use of the Software only if you are a current INUVIKA authorized distributor or reseller, and then only for demonstration, test, or evaluation purposes in support of your end-user customers, and not for any other purpose, including, without limitation, customer training or production purposes. Note that NFR Software may disable itself upon the expiration of the Key. In no event may NFR Software be used beyond expiration.

- (b) **POC for Evaluation.** If Software is provided for a Proof of Concept "POC", then notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if You are an end-user customer and then only for your internal demonstration, test, or evaluation purposes, and not for any other purpose, including, without limitation, production purposes. Your license is for the period determined by Inuvika with no right to Support (as defined in the RemoteOS Support Policy) nor the Infringement Indemnification in Section 3 hereunder. Note that POC installed Software may disable itself upon the expiration of the Key. In no event may POC Software be used beyond expiration.
- (c) **Maintenance Updates** During the license term, defined in the Inuvika Invoice Inuvika will deliver, electronically, automated updates, upgrades, modifications, and/or patches (collectively referred to as "Updates"). This Agreement will govern your use of Updates. Inuvika, in its sole discretion, reserves the right to require you to agree to additional terms and conditions regarding the Updates prior to your installation and use of the Updates.

2. **DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS.** Except as expressly set forth in Section 1, you may not transfer, assign, share, grant rights in or lease the Software except to the extent such foregoing restriction is prohibited by applicable mandatory law. You are responsible for ensuring that any transferee accepts the terms of this AGREEMENT. In the event that You deploy the Software by automation, You are responsible for ensuring that all end users, to whom the Software is supplied, comply with the terms of this AGREEMENT. You must provide evidence that the conditions for a lawful transfer of the Software are met upon request. All warranty, maintenance and infringement indemnification rights will terminate automatically upon such transfer and will not be available to the transferee. You must comply with applicable export laws with respect to such a transfer.

You may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the Software, except as expressly licensed in this AGREEMENT or to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. You may not remove any proprietary notices, labels, or marks on the Software. In the case of customized branding, the words "ResoluteOS - powered by Inuvika" must form part of any alternative branding. Notwithstanding the foregoing, this AGREEMENT shall not prevent or restrict you from exercising additional or different rights granted by any portions of the Software that are Open Source Software.

ALL RIGHTS IN THE SOFTWARE, NOT EXPRESSLY GRANTED, ARE RESERVED BY INUVIKA OR ITS LICENSORS. INUVIKA and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the Software (subject to any Open Source Software rights you have), including any adaptations, modifications, translations, derivative works or copies, and any intellectual property rights relating to the design, manufacture, or operation of the same.

3. **INFRINGEMENT INDEMNIFICATION.** In the event of any claim, suit, or proceeding brought against you based on an allegation that the Software (excluding Open Source Software) infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), INUVIKA shall defend, or at its option, settle, such Infringement Claim, and shall pay all costs (including reasonable attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by INUVIKA in resolution of such Infringement Claim, provided you: (i) promptly notify INUVIKA in writing of your notification or discovery of an Infringement Claim such that

INUVIKA is not prejudiced by any delay in such notification; (ii) give INUVIKA sole control over the defense or settlement of the Infringement Claim; and (iii) provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if INUVIKA believes such a claim is likely, INUVIKA may at its sole expense and option: (i) procure for you the right to continue to use the alleged infringing Software; (ii) replace or modify the Software to make it non-infringing; or (iii) accept return of the Software and provide you with a prorated refund for the term remaining on your Maintenance Service Agreement. INUVIKA assumes no liability, and shall have no liability, for any Infringement Claims or allegations of infringement based on: (i) your use of any Software after notice that you should cease use of such Software due to an Infringement Claim; (ii) any modification of the Software by you or at your direction; (iii) your combination of the Software with non-INUVIKA hardware, Appliances, software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Software alone. THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM OR ALLEGATION OF INFRINGEMENT.

4. **NO WARRANTY.** Inuvika warrants that, upon your receipt of the Software, and for a period of ninety (90) days thereafter, that the Software will be free of defects in material and workmanship under normal use. Except as set out herein and in Section 3, with respect to infringement of proprietary portions of the Software, INUVIKA provides the Software "as is" and does not warrant that the operation of the Software, and any related updates, shall be uninterrupted or error free, that any errors or defects can be corrected, or that Software meets your requirements.

THERE IS NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE END USER. Except as set out above in section 3 with respect only to the proprietary aspects of the Software, INUVIKA shall have no liability for any claim for patent, copyright, license, or trade secret infringement based, in whole or in part, on any modification of any Software by Reseller, You or any third party, or their respective employees or agents. In the event a preliminary or final judgment shall be obtained against your use or operation of the Software, or any part thereof, by reason of an alleged infringement of a third party's copyright by any INUVIKA binary code, INUVIKA may replace, at its election, in whole or in part, such binary code with a substantially compatible and functionally equivalent program or modify such binary code to avoid the infringement. This shall be your sole remedy in the event of such a claim.

5. **NO IMPLIED WARRANTIES.** EXCEPT AS EXPRESSLY STATED IN SECTIONS 3 AND 4 OF THIS AGREEMENT, INUVIKA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES FOR THE SOFTWARE, WRITTEN OR ORAL. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES IN RELATION TO THE SOFTWARE ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES ARISING BY STATUTE, COURSE OF DEALINGS OR USAGE OF TRADE.

6. **LIMITATION ON DIRECT DAMAGES.** EXCEPT AS EXPRESSLY STATED IN SECTIONS 3 AND 4 OF THIS AGREEMENT, INUVIKA'S TOTAL LIABILITY AND EXCLUSIVE REMEDY FOR ANY CLAIM, LIABILITY, DAMAGE, PENALTY, LOSS OR EXPENSE OF ANY TYPE WHATSOEVER, ARISING OUT OF THE SOFTWARE PROVIDED HEREUNDER OR THE USE OF THE SOFTWARE, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY INUVIKA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID BY RESELLER TO INUVIKA OR THE AMOUNT PAID

DIRECTLY BY YOU TO INUVIKA, (as the case may be) DURING THE LAST SIX (6) MONTHS UNDER PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

7. **NO INDIRECT DAMAGES.** EXCEPT AS EXPRESSLY STATED IN SECTION 3 OF THIS AGREEMENT, INUVIKA SHALL HAVE NO LIABILITY TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SUCH AS FINANCIAL OR COMMERCIAL PREJUDICE, LOSS OF BUSINESS OPPORTUNITIES, OF CLIENTELE OR OF SAVINGS, ANY COMMERCIAL DISTURBANCE WHATSOEVER, ANY INCREASE OF COSTS OR OTHER GENERAL EXPENSES, LOSS OF PROFIT OR LOSS OF BRAND IMAGE THAT MAY RESULT FROM THE AGREEMENT OR THE USE, THE IMPROPER USE OR THE LACK OF USE OF ANY OF THE SOFTWARE, EVEN IF INUVIKA WAS ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL INUVIKA'S OR ITS RESELLER'S LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT SET OUT IN SECTION 6 ABOVE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. INUVIKA WILL NOT BE LIABLE FOR ANY THIRD-PARTY INTRUSIONS INTO THE END USER'S INFORMATION SYSTEM, EVEN IF THESE INTRUSIONS ARE DUE TO A FAULT IN THE INUVIKA PRODUCT. INUVIKA WILL NOT BE LIABLE FOR ANY ACCESS DIFFICULTIES OR IMPOSSIBILITY OF ACCESS TO INFORMATION OR DATA DUE TO PROBLEMS WITH THE SOFTWARE TELECOMMUNICATION NETWORKS OR OTHER TECHNICAL DIFFICULTIES.

8. **RESELLER RELATIONSHIP** - The relationship between INUVIKA and its Distributors or Resellers is that of independent contractors. Nothing shall be construed to make Distributors or Resellers a partner, joint-venturer, agent or co-owner of INUVIKA, nor shall it allow Distributors or Resellers to create or assume any obligation or make any representation on behalf of INUVIKA for any purpose whatsoever. Distributors and Resellers do not have the right to make modifications to this Agreement.

9. **LIMITATION PERIOD.** All claims for damages based on defects in the Software or Support Service shall be time-barred 12 months after expiry of the Inuvika OVD Enterprise subscription key that this Software provides access to, except if the parties have agreed on a shorter warranty period. Unless otherwise required by applicable law, the limitation period for all other claims for damages shall be eighteen (18) months after the cause of action accrues, unless statutory law provides for a shorter limitation period in which case such shorter period shall apply.

10. **DATA PROTECTION**

(a) INUVIKA hereby informs you that the creation of databases containing personal data and the collection and processing of personal data is regulated by law. If your use of Software is based on personal data collected and transmitted by you, INUVIKA, may not be held liable for any matter related to the compliance with the protection of personal data.

(b) You are aware of the regulations on the protection of personal data and warrant to INUVIKA that you comply with the provisions of all data-protection laws.

(c) You agree to make all filings, apply for all authorizations and give all notifications required based on the kind of data and/or files used.

(d) You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by or in breach of any export laws of the country in which you are located nor to Russia, China, Iran, Iraq, Libya, North Korea, Sudan, South Sudan, Syria, Yemen, or any other country to which there are embargoes on goods and/or services under Canadian, UK or U.S. trade laws. In addition, Inuvika Software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals pursuant to U.S. laws (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

(e) You shall be solely liable for all declarations and legal and/or administrative authorizations required to use the Software and the Support Services in the country in which they will be used by you.

11. **TERM.** This Agreement will be effective on the date that the Inuvika OVD Enterprise Key takes effect for the term specified in the Maintenance Service Agreement with Inuvika and any renewals or extensions thereto.

12. **TERMINATION.** You may terminate this Agreement at any time by removing the Software from your hardware, Appliances or devices and destroying all copies and then providing written notice to INUVIKA. INUVIKA reserves the right to terminate this Agreement with immediate effect, without prior notice, if you breach any terms of this agreement or if:

(a) you have taken the initiative to modify the Software or specific developments made by INUVIKA;

(b) you have misused the Software or specific developments;

(c) the Inuvika Maintenance Service Agreement is terminated for any reason.

13. **U.S. GOVERNMENT END USER.** The Software, and documentation associated with it, qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4. Notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, an Inuvika Distributor or Reseller may provide to Government end user or, if the Agreement is direct with Inuvika, Government end user will acquire the Software and associated documentation with only those rights set forth in this Agreement. Use of either the Software or the associated documentation or both constitutes agreement by the Government that the Software and the associated documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

14. **AUTHORIZED DISTRIBUTORS AND RESELLERS.** INUVIKA's authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on INUVIKA.

15. **ASSIGNMENT AND SUBCONTRACTING.** You may not assign any rights or obligations under this agreement except as permitted by law or as set forth below, without the prior written consent of Inuvika, unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of the party's assets. You shall provide notice to INUVIKA upon completion of any permitted assignment. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. INUVIKA may use subcontractors to provide services to you under this Agreement.

16. **CHANGES TO THIS AGREEMENT.** INUVIKA may update or modify this Agreement from time to time, including any referenced policies and other documents and you will be required to comply with such modifications. Current versions of the Agreement will be posted at <https://www.inuvika.com/resoluteos/licenses/eula>. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable purchase order or a general e-mail to end users). If you object to the updated Agreement in writing within 90 days of such changes, as your exclusive remedy, you may continue under the current terms and choose not to renew your license at renewal. Otherwise, upon renewal, the updated terms shall apply. With respect to NFR Maintenance Service Agreements accepting the updated Agreement is required for you to continue using the NFR Software. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use the NFR Software. For the avoidance of doubt, any purchase order is subject to the version of the Agreement in effect at the time of the purchase order as posted on <https://www.inuvika.com/resoluteos/licenses/eula>

17. **ENTIRE AGREEMENT.** You acknowledge and agree that this Agreement is the complete Agreement between you and INUVIKA regarding the Software. You further acknowledge and agree that (i) this Agreement sets out INUVIKA's entire liability and your exclusive remedy with respect to the Software; (ii) this Agreement defines a mutually agreed upon allocation of risk; and (iii) that there are no other prior or contemporaneous promises, representations, agreements, inducements or descriptions with respect to the Software.

18. **HOW TO CONTACT INUVIKA.** Should you have any need to contact INUVIKA for any reason write to INUVIKA Customer Service at info@inuvika.com.

19. **TRADEMARKS.** This Agreement does not grant you the right to use any ResolteOS or INUVIKA trade or service mark.

20. **SEVERABILITY.** If any provision of this Agreement is held to be invalid by any law, regulation or as a result of a final decision of a court of law with jurisdiction, the other provisions will remain in full force and effect.

21. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario, Canada.

22. **CONSENT TO JURISDICTION.** IN THE EVENT OF A DISPUTE, IF NO AMICABLE SETTLEMENT CAN BE REACHED WITHIN 120 DAYS FROM THE DATE ON WHICH SUCH DISPUTE HAS ARISEN, SPECIFIC JURISDICTION IS GRANTED TO THE COURTS OF THE PROVINCE OF ONTARIO, CANADA SITTING IN THE CITY OF TORONTO, NOTWITHSTANDING PLURALITY OF

DEFENDERS, EVEN WITH RESPECT TO EMERGENCY PROCEEDINGS OR PROTECTIVE MEASURES, BY INJUNCTION OR BY REQUEST.