zTouch.OS End User License Agreement

Commercial License (Business-to-Business)
Version 1.1, Effective Date: November 2, 2026

This End User License Agreement (this "Agreement") is entered into between zTouch Networks Inc., a Delaware corporation with its principal place of business at 53 Dorothy Rd, Newton, MA, 02459 ("zTouch Networks," "Licensor," "we"), and the business entity that acquires a license to the Software ("Licensee," "you"). By installing, accessing, or using the Software, or by executing an Order that references this Agreement, you agree to be bound by it. If you do not agree, do not install, access, or use the Software. The Software is licensed to businesses for their internal operations and is not offered to consumers.

1 Definitions

"Software" the zTouch Networks Inc. software product known as zTouch.OS, in object code form, including its modules, orchestrator, agents, tools, software development kits, application programming interfaces, and any Updates provided to Licensee, together with the Documentation.

"Documentation" the then-current user and technical documentation that zTouch Networks makes generally available for the Software.

"Order" an ordering document, quotation, or purchase agreement executed by the parties, or placed through an authorized reseller, that identifies the Software licensed, the license scope and metric, the license term, and the applicable fees.

"License Metric" the unit by which the license is measured and priced as stated in the Order (for example, deployment sites, nodes, instances, cores, or authorized users).

"Updates" bug fixes, patches, and version updates that zTouch Networks may provide, and which form part of the Software subject to this Agreement.

"Free Edition" the version, edition, or set of features of the Software that zTouch Networks makes available at no charge and identifies as free, which provides limited features and functionality compared with the paid Software.

"Affiliate" an entity that controls, is controlled by, or is under common control with a party.

"Confidential Information" non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential, including the Software and Documentation.

"Intellectual Property Rights" all patent, copyright, trade secret, trademark, and other intellectual property or proprietary rights worldwide.

"Authorized User" an employee or individual contractor of Licensee or its Affiliates, or a managed-service provider engaged by Licensee, who uses the Software solely on Licensee's behalf.

"Licensee Services" communications, network, edge-compute, or managed services that Licensee provides to its own customers or tenants using the Software, where the applicable Order expressly authorizes such use.

"Licensee Data" data, configurations, policies, intents, network and subscriber data, applications developed by or for Licensee, and AI models and outputs that Licensee or its Authorized Users input into, generate with, or process using the Software, excluding the Software and Usage Data.

"Usage Data" technical information about the installation, configuration, license activation, and use of the Software, such as license keys, deployment identifiers, License Metric counts, software versions, and performance and error diagnostics. Usage Data does not include Licensee Data.

"Support Policy" zTouch Networks' then-current support and maintenance policy for the Software, attached to or identified in the Order.

"Critical Application" any use in which failure, delay, or inaccuracy of the Software could reasonably lead to death, personal injury, severe property or environmental damage, or disruption of emergency communications, including emergency-call routing (such as 911, E911, or 112), public-safety networks, and life-support, aviation, nuclear, or weapons systems.

2 License Grant

2.1 Subject to this Agreement, the applicable Order, and payment of the applicable fees, zTouch Networks grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software in object code form, solely for Licensee's internal business operations, within the License Metric and for the license term specified in the Order.

2.2 The license term is perpetual or for a fixed subscription term, as specified in the Order. If no term is specified, the license is a subscription for the period for which fees have been paid.

2.3 Licensee's Affiliates may use the Software under Licensee's license provided Licensee remains responsible for their compliance with this Agreement.

2.4 Any evaluation, trial, or proof-of-concept license is provided for the stated limited period, for non-production evaluation only, and on an "as is" basis without warranty. Unless the Order states otherwise, an evaluation license lasts thirty (30) days from delivery of the license key, after which the Software may stop operating.

2.5 Licensee may permit its Authorized Users to install, operate, and administer the Software on Licensee's behalf. Licensee is responsible for its Authorized Users' compliance with this Agreement and for their acts and omissions as if they were its own. Authorized Users receive no license or other rights in their own name, and may use the Software only for Licensee's internal business operations or authorized Licensee Services, and not for their own benefit or for any other third party.

2.6 Where the Order expressly authorizes Licensee Services, including neutral-host, multi-operator, or managed-network deployments, Licensee may use the Software to provide Licensee Services to its customers and tenants within the License Metric. Licensee's customers and tenants receive no license to the Software, and Licensee is responsible for its agreements with them and for their use of the Licensee Services.

2.7 Unless the Order states otherwise, for purposes of the License Metric: (a) a "site" is a physical location at which the Software controls one or more radio units or edge-compute servers; (b) a "node" is a physical server, or an OpenShift or Kubernetes worker node, on which any component of the Software runs; (c) a "core" is a physical processor core, without regard to hyperthreading or virtual CPUs; and (d) each physical GPU counts as one unit regardless of how it is partitioned (including through NVIDIA Multi-Instance GPU) or virtualized.

2.8 Licensee may maintain installations of the Software for non-production testing and staging, and for cold-standby disaster recovery that does not carry live traffic, up to the quantity stated in the Order, without additional fees. Using a disaster-recovery installation to carry live traffic for more than thirty (30) days in any twelve (12) month period requires a license for that installation. Licensee may move the Software to replacement hardware or to another site within the territory stated in the Order on written notice to zTouch Networks, provided total use remains within the License Metric.

2.9 Updates are licensed under this Agreement and do not increase the License Metric. A Licensee holding a perpetual license that is no longer covered by active support may continue to use the latest version of the Software it received while support was active.

2.10 If Licensee acquires the Software through an authorized reseller or a marketplace, pricing and payment for that transaction are governed by Licensee's agreement with the reseller or marketplace, this Agreement otherwise governs Licensee's use of the Software, and zTouch Networks may share Usage Data with the reseller or marketplace as needed for billing, metering, and license administration.

3 Free Edition

3.1 Subject to this Agreement, zTouch Networks grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Free Edition, at no charge, solely for Licensee's internal business operations and only with the limited features that zTouch Networks makes available in the Free Edition. All restrictions in Section 5 (License Restrictions) apply equally to the Free Edition.

3.2 Notwithstanding any other provision of this Agreement, the Free Edition is provided strictly on an "as is" and "as available" basis, without any warranty, support, maintenance, service level, or update commitment, and without any indemnification obligation. The limited warranties in Sections 14.1 and 14.2 and the indemnification obligations in Section 17 do not apply to the Free Edition, and the disclaimers in Section 14.3 apply to it in full.

3.3 zTouch Networks may change, limit, suspend, or discontinue the Free Edition, or any of its features, or convert it to a paid offering, at any time and without liability to Licensee.

3.4 Licensee shall not exceed or circumvent the feature, capacity, or usage limitations of the Free Edition, and shall not use the Free Edition, alone or together with any other tool or method, to access or enable features that are not included in the Free Edition.

3.5 To the maximum extent permitted by applicable law, and except for liability that cannot be limited under applicable law, zTouch Networks' total aggregate liability arising out of or related to the Free Edition will not exceed the lesser of (a) the fees, if any, paid by Licensee for the Free Edition in the twelve (12) months preceding the event giving rise to the claim, or (b) US$100. Because the Free Edition is generally provided

without fees, this amount will typically be zero. This clause replaces the fee-based limitation in the Limitation of Liability section for the Free Edition, and the exclusion of indirect and consequential damages and the exceptions for liability that cannot be limited under applicable law continue to apply to the Free Edition.

4 Eligibility; Business Use Only

4.1 The Software, including the Free Edition, is licensed and made available solely to businesses and organizations, and to individuals who access and use it on behalf of, and with the authorization of, a business or organization. By installing, accessing, or using the Software, the individual doing so represents and warrants that they are acting on behalf of a business or organization and are authorized to bind it to this Agreement.

4.2 The Software is not offered or licensed to any individual acting in a personal or consumer capacity. zTouch Networks does not authorize, and this Agreement does not grant, any license for use by an individual who is not acting on behalf of a business or organization. Any such use is unauthorized and is not permitted, is undertaken solely at that individual's own risk, and zTouch Networks disclaims, to the maximum extent permitted by applicable law, all warranties, liability, and obligations with respect to such use.

5 License Restrictions

Except as expressly permitted by this Agreement or by applicable law that cannot be excluded or limited by agreement, Licensee shall not, and shall not permit any third party to:

(a) copy the Software except as strictly necessary to install and run it and to make a reasonable number of back-up copies;

(b) modify, adapt, translate, or create derivative works of the Software;

(c) reverse engineer, decompile, or disassemble the Software, or otherwise attempt to derive its source code, except to the limited extent that applicable law expressly permits notwithstanding this restriction (including, for Licensees in the EU or EEA, the right to obtain interoperability information under Article 6 of Directive 2009/24/EC), and then only after Licensee has requested that information from zTouch Networks and zTouch Networks has failed to provide it within a reasonable time;

(d) except for Licensee Services authorized under Section 2.6, rent, lease, lend, sell, sublicense, distribute, host, or make the Software available to any third party, or use it to provide a service bureau, outsourcing, or time-sharing service;

(e) remove, obscure, or alter any proprietary notices, labels, or marks on or in the Software or Documentation;

(f) use the Software to develop a product or service that competes with the Software;

(g) use the Software beyond the License Metric or license term, or circumvent any technical protection, license-management, or metering measures.

6 Reservation of Rights; Ownership

6.1 The Software is licensed, not sold. As between the parties, zTouch Networks and its licensors retain all right, title, and interest in and to the Software, the Documentation, and all Intellectual Property Rights therein. No rights are granted except as expressly stated in this Agreement, and no rights are granted by implication, estoppel, or otherwise.

6.2 If Licensee fails to pay undisputed fees when due, zTouch Networks may, in addition to its other remedies, suspend the license and access to the Software until payment is made. zTouch Networks will give at least fifteen (15) days' written notice before suspending. Because the Software may control live networks, any suspension will, where technically practicable, first be limited to withholding Updates, support, and new activations, and zTouch Networks will not intentionally interrupt live network traffic without a further fifteen (15) days' written notice.

6.3 If Licensee or its Authorized Users provide suggestions, ideas, or other feedback regarding the Software, Licensee grants zTouch Networks a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate that feedback into its products and services without restriction or obligation. Feedback is not Licensee's Confidential Information, and zTouch Networks will not publicly identify Licensee as its source without Licensee's consent.

6.4 As between the parties, Licensee retains all right, title, and interest in Licensee Data. zTouch Networks will access Licensee Data only as Licensee authorizes (for example, to provide support) and will not use Licensee Data to train or improve AI models without Licensee's prior written consent. Licensee is responsible for the accuracy and legality of Licensee Data and for having all rights and consents needed to process it with the Software.

7 Usage Data, Metering, and License Keys

7.1 The Software may use license keys, activation, and metering mechanisms to activate features and to measure use against the License Metric. Licensee shall not disable, bypass, or tamper with these mechanisms, except as permitted for disconnected deployments under this Section.

7.2 zTouch Networks may collect Usage Data to activate and validate licenses, verify compliance with the License Metric, provide support, maintain security, and develop and improve its products. These mechanisms are not designed to collect Licensee Data, user-plane traffic, call detail records, or subscriber identifiers. zTouch Networks may use and disclose Usage Data only in aggregated form that does not identify Licensee, except as needed for the purposes in this Section.

7.3 For air-gapped or disconnected deployments, zTouch Networks may provide an offline activation method, and Licensee shall deliver, every three (3) months and on zTouch Networks' reasonable request, a usage report generated by the Software or, where the Software does not generate one, a written certification of its use against the License Metric.

7.4 When a subscription term or license key expires, the Software may stop accepting new configurations, activations, or Updates. zTouch Networks will provide written notice, which may be given in-product or by email, at least thirty (30) days before a scheduled expiration, and the Software will not intentionally interrupt live network traffic during a grace period of thirty (30) days after expiration.

8 License Verification and True-Up

8.1 Licensee shall keep accurate records of its deployment and use of the Software and, within thirty (30) days after zTouch Networks' written request, made no more than once in any twelve (12) month period, certify in writing its use of the Software against the License Metric.

8.2 If Usage Data is unavailable, has been disabled, or reasonably appears inaccurate, zTouch Networks may, on at least thirty (30) days' written notice and no more than once in any twelve (12) month period, verify Licensee's compliance by remote review or, if remote review is insufficient, by on-site review during normal business hours. zTouch Networks or an independent auditor bound by confidentiality obligations will conduct the review in a manner that does not unreasonably interfere with Licensee's operations and that complies with Licensee's reasonable security and site-access requirements.

8.3 If Licensee's use exceeds the License Metric, Licensee shall pay, within thirty (30) days of invoice, for the excess use for the period of the excess at the rates in the applicable Order or, if the Order states none, at zTouch Networks' then-current list price. If the excess is more than five percent (5%) of the licensed quantity, Licensee shall also reimburse zTouch Networks' reasonable costs of the review.

8.4 This Section survives for one (1) year after expiration or termination. For U.S. Government Licensees, verification applies only to the extent provided in the U.S. Government End User License Addendum.

9 Third-Party and Open-Source Components

The Software may include third-party or open-source components that are licensed under their own terms. Those terms govern those components, and to the extent they grant Licensee broader rights, those rights prevail for those components only.

Some deployments require third-party software that is not part of the Software and is not licensed under this Agreement, such as Red Hat OpenShift, NVIDIA AI Enterprise, GPU drivers, and third-party AI models. Licensee is responsible for obtaining, and complying with, the licenses for that software. On written request, zTouch Networks will provide a software bill of materials (SBOM) for the version of the Software that Licensee is using.

10 Fees and Payment

Licensee shall pay the fees stated in the applicable Order. Unless the Order states otherwise, fees are due within thirty (30) days of invoice, are non-cancelable and non-refundable except as expressly provided, and are exclusive of taxes, which are Licensee's responsibility other than taxes on zTouch Networks' income.

Amounts not paid when due accrue interest at the lesser of one percent (1%) per month or the maximum rate permitted by law. If Licensee disputes an invoice in good faith, it shall notify zTouch Networks in writing within fifteen (15) days of the invoice date, pay the undisputed portion, and work with zTouch Networks in good faith to resolve the dispute. If applicable law requires Licensee to withhold taxes from any payment, Licensee shall increase the payment so that zTouch Networks receives the amount it would have received without the withholding.

Unless the Order states otherwise, subscriptions do not renew automatically, and Licensee may renew a subscription by executing a new Order. Fees for a renewal term may differ from the fees for the prior term, and zTouch Networks will notify Licensee in writing of any fee change at least sixty (60) days before the end of the current term.

11 Support, Maintenance, and Security Updates

11.1 For paid licenses covered by an active subscription or support term, zTouch Networks will provide support and maintenance in accordance with the Support Policy identified in the Order or, if none is identified, zTouch Networks' standard support practices. The Free Edition and evaluation licenses receive no support unless the Order states otherwise.

11.2 zTouch Networks will support at least the current and immediately preceding major release of the Software.

11.3 zTouch Networks will use commercially reasonable efforts to provide security Updates for known exploitable vulnerabilities in supported versions, and will notify Licensee without undue delay of any actively exploited vulnerability in the Software of which zTouch Networks becomes aware, together with available mitigations. Licensee is responsible for installing Updates, and zTouch Networks is not responsible for issues that a generally available Update would have resolved.

11.4 zTouch Networks may update the Support Policy, but no update will materially reduce the level of support during Licensee's then-current paid term.

12 Confidentiality

Each party shall protect the other's Confidential Information using at least reasonable care, use it only to perform under this Agreement, and not disclose it except to personnel and advisors with a need to know who are bound by comparable obligations. These obligations do not apply to information that is or becomes public through no fault of the receiving party, was rightfully known without restriction, or is independently developed. The Software and Documentation are zTouch Networks' Confidential Information.

A recipient may disclose Confidential Information to the extent required by law or court order, if it gives the discloser prompt notice where legally permitted and reasonable cooperation in seeking protective treatment. These obligations continue for five (5) years after this Agreement ends and, for trade secrets (including the Software), for as long as the information remains a trade secret. On the discloser's request after termination, the recipient will return or destroy the discloser's Confidential Information, except copies retained in routine backups or as required by law, which remain subject to this Section. Because unauthorized use or disclosure may cause irreparable harm, the discloser may seek injunctive relief in addition to its other remedies.

13 Term and Termination

13.1 This Agreement is effective until the license expires or is terminated. Either party may terminate for the other's material breach that remains uncured thirty (30) days after written notice.

13.2 zTouch Networks may terminate the affected license on written notice if Licensee fails to pay undisputed fees within ten (10) days after written notice of non-payment. Either party may terminate this Agreement on written notice if the other party becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings that are not dismissed within sixty (60) days.

13.3 Upon expiration or termination, Licensee shall cease all use of the Software and destroy or return all copies, and certify the same on request. Fees accrued before expiration or termination remain payable. The sections concerning ownership, Licensee Data, feedback, license verification, confidentiality, disclaimers, limitation of liability, indemnification, export control, governing law, and general provisions survive.

14 Limited Warranty and Disclaimer

14.1 zTouch Networks warrants that, for ninety (90) days from delivery, the Software will materially conform to the Documentation. Licensee's exclusive remedy, and zTouch Networks' sole obligation, for breach of this warranty is, at zTouch Networks' option, to repair or replace the Software or to refund the fees paid for the non-conforming Software.

14.2 zTouch Networks further warrants that it uses industry-standard measures designed to ensure that the Software, as delivered, does not contain viruses, ransomware, or other malicious code. The warranties in this Section do not apply to the Free Edition or evaluation licenses, or to issues caused by modification, misuse, or use not in accordance with the Documentation, and Licensee must notify zTouch Networks of a breach of warranty during the warranty period.

14.3 EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTIONS 14.1 AND 14.2, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS," AND ZTOUCH NETWORKS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.4 Nothing in this Agreement excludes or limits any warranty, right, or liability that cannot be excluded or limited under applicable law.

15 Regulatory Responsibilities and Critical Use

15.1 The Software is a network orchestration and automation tool. Licensee is solely responsible for the design, operation, and regulatory compliance of the networks and services it operates with the Software, including spectrum licenses and authorizations, emergency-calling obligations (such as 911 and E911), lawful-intercept and law-enforcement assistance obligations (such as CALEA), network-security and outage-reporting requirements, and data-protection and privacy laws.

15.2 The Software is not designed or certified as the sole means of providing a Critical Application. If Licensee uses the Software in or in connection with a Critical Application, Licensee is responsible for implementing redundancy, failover, monitoring, and safety measures sufficient for that use, and for any validation or certification that applicable law requires.

15.3 Features of the Software that use AI or machine learning, including intent-based configuration and automated optimization, may produce outputs that are inaccurate or unsuitable for a particular network. Licensee is responsible for maintaining appropriate human oversight of automated changes to production networks. Nothing in this Section limits zTouch Networks' express warranties in Section 14.

15.4 Licensee shall not use the Software to conduct unlawful surveillance or in violation of internationally recognized human rights.

16 Limitation of Liability

16.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

16.2 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY LICENSEE FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCEPT THAT ZTOUCH NETWORKS' LIABILITY ARISING OUT OF OR RELATED TO THE FREE EDITION IS GOVERNED BY THE FREE EDITION SECTION IN LIEU OF THIS CLAUSE.

16.3 The limitations in this Section do not apply to liability that cannot be limited under applicable law, including, where applicable, liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for gross negligence or willful misconduct. Sections 16.1 and 16.2 do not limit Licensee's obligation to pay fees or either party's indemnification obligations. The exclusions and limits in Sections 16.1 and 16.2 also do not apply to Licensee's breach of Section 2 (License Grant) or Section 5 (License Restrictions), to either party's infringement or misappropriation of the other party's Intellectual Property Rights, or to either party's breach of Section 12 (Confidentiality). Notwithstanding the foregoing, zTouch Networks' aggregate liability under Section 17 will not exceed the fees paid or payable by Licensee in the twelve (12) months preceding the event giving rise to the claim. This limit forms part of, and does not increase, the limit in Section 16.2.

17 Intellectual Property Indemnification

17.1 zTouch Networks will defend Licensee against a third-party claim that the unmodified Software, used as permitted, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secret, in the United States, the European Union, the United Kingdom, or another country stated in the Order, and will pay damages finally awarded or agreed in settlement. If the Software is or may become subject to such a claim, zTouch Networks may, at its option, procure the right to continue use, modify or replace the Software to be non-infringing, or refund the applicable fees on a pro-rated basis and terminate the affected license.

17.2 zTouch Networks has no obligation for claims arising from modification of the Software by anyone other than zTouch Networks, combination with items not provided by zTouch Networks, use not in accordance with the Documentation, or use of open-source or third-party components under their own licenses. This

Section states zTouch Networks' entire liability and Licensee's exclusive remedy for intellectual property infringement.

17.3 In addition, zTouch Networks has no obligation for claims to the extent arising from: (a) implementation of, or compliance with, any industry standard or specification (including 3GPP and O-RAN Alliance specifications) where the claim concerns a patent that is, or is alleged to be, essential to that standard; (b) the Free Edition or an evaluation license; (c) continued use after zTouch Networks has made available, at no additional charge, an Update or modification that avoids the claim; (d) designs, specifications, or materials provided by Licensee; or (e) use of the Software while Licensee has failed to pay undisputed fees for it.

17.4 Each party's indemnification obligations under this Section are conditioned on the indemnified party (a) notifying the indemnifying party promptly in writing of the claim, although a delay relieves the indemnifying party of its obligations only to the extent it is prejudiced; (b) giving the indemnifying party sole control of the defense and settlement, provided the indemnifying party will not agree to a settlement that imposes obligations on, or admits fault by, the indemnified party without its consent; and (c) providing reasonable cooperation at the indemnifying party's expense. The indemnified party may participate with counsel of its choosing at its own expense.

17.5 Licensee will defend zTouch Networks against third-party claims arising from (a) Licensee Data or applications supplied by Licensee, (b) Licensee Services provided to Licensee's customers or tenants, or (c) Licensee's breach of Section 15 (Regulatory Responsibilities and Critical Use), and will pay damages finally awarded or agreed in settlement, subject to the procedure in Section 17.4.

18 Export Control, Sanctions, and Anti-Corruption

Each party shall comply with all applicable export control, economic sanctions, and anti-corruption laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations if applicable, regulations administered by the U.S. Office of Foreign Assets Control, and applicable European Union export and sanctions measures. Licensee shall not export, re-export, or make the Software available to any embargoed or sanctioned destination or restricted or denied party, or for any prohibited end use, and represents that it is not such a party.

19 U.S. Government End Users

If Licensee is the United States Government, or acquires or uses the Software by or on behalf of the United States Government, the U.S. Government End User License Addendum to this Agreement applies. The Software and Documentation are "commercial computer software" and "commercial computer software documentation" under FAR 2.101 and are provided with only the rights granted in this Agreement, consistent with FAR 12.212 and DFARS 227.7202. The Software was developed at private expense.

20 Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Delaware, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. The parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware, except that either party may seek injunctive relief in any court of competent jurisdiction.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

21 Mandatory Local Law

Where Licensee is established in the European Union, the European Economic Area, the United Kingdom, or another jurisdiction whose law confers non-waivable rights or imposes mandatory obligations, those provisions prevail over any conflicting term of this Agreement to the minimum extent required, and the remaining terms continue in full force. If the Software is used to process personal data, the parties will enter into a separate Data Processing Agreement addressing obligations under the EU General Data Protection Regulation and other applicable data-protection law; this Agreement does not itself govern the processing of personal data.

22 General

22.1 **Assignment.** Neither party may assign this Agreement without the other's prior written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, with notice to the other party.

22.2 **Entire Agreement.** This Agreement, together with each Order and any referenced notices, is the entire agreement on its subject matter and supersedes prior or contemporaneous understandings. In a conflict, an Order prevails over this Agreement only for the transaction it covers and only where it expressly states the conflicting term.

22.3 **Severability; Waiver; Notices; Force Majeure; Relationship.** If any provision is held unenforceable, it is modified to the minimum extent necessary and the rest remains in effect. No waiver is effective unless in writing. Notices must be in writing and sent to the addresses in the Order or, if there is none, to the address most recently provided by the receiving party, with a copy of any notice to zTouch Networks sent by email to bd@ztouchnet.com. Neither party is liable for delay or failure due to causes beyond its reasonable control. The parties are independent contractors. The English-language version of this Agreement controls.

22.4 **Purchase Order Terms.** Pre-printed or additional terms in any Licensee purchase order, vendor portal, or similar document have no effect, even if zTouch Networks acknowledges or accepts that document.

22.5 **No Third-Party Beneficiaries.** This Agreement confers no rights on any third party.

22.6 **Publicity.** Neither party will use the other party's name or logo in publicity without prior written consent, except that zTouch Networks may identify Licensee as a customer in customer lists unless Licensee objects in writing.

22.7 **Counterparts; Electronic Acceptance.** Orders may be executed in counterparts and by electronic signature, and acceptance of this Agreement by electronic means is binding.

22.8 **Changes to this Agreement.** zTouch Networks may publish updated versions of this Agreement. An updated version applies to Orders and renewals made after its publication and does not change the terms of Licensee's then-current term unless Licensee agrees in writing.