U.S. Government End User License Addendum

Addendum to the zTouch.OS End User License Agreement | Version 1.0, Effective Date: November 2, 2026

This U.S. Government End User License Addendum (this "Addendum") supplements the zTouch.OS End User License Agreement (the "Agreement") between zTouch Networks Inc. ("zTouch Networks") and the Licensee. Capitalized terms not defined here have the meanings given in the Agreement.

1 Purpose and Applicability

This Addendum applies whenever the end user of the Software is the United States Government, including any department, agency, or instrumentality thereof (including the Department of Defense and the Department of War), or whenever the Software or Documentation is acquired, licensed, or used by or on behalf of the United States Government, whether directly or through a prime contractor or subcontractor at any tier. For such use, this Addendum supplements the Agreement, and in the event of a conflict for U.S. Government use, this Addendum controls.

2 Commercial Computer Software Status

The Software (zTouch.OS) and its Documentation are "commercial computer software" and "commercial computer software documentation" as those terms are defined in FAR 2.101, and are commercial products customarily licensed to the public. The Software and Documentation were developed at private expense by zTouch Networks, except to the extent, if any, that any component was developed with U.S. Government funding, which is addressed in Section 5.4.

3 Rights Acquired by the U.S. Government

Consistent with FAR 12.212 and DFARS 227.7202-1 and 227.7202-3, the U.S. Government acquires only those rights in the Software and Documentation that are set forth in the commercial license (the Agreement and the applicable Order), and acquires no greater rights. Use, reproduction, release, performance, display, modification, disclosure, or transfer of the Software and Documentation by the U.S. Government is governed by, and restricted in accordance with, the commercial license and the restrictions asserted by zTouch Networks. This Addendum is the license required by FAR 12.212 and DFARS 227.7202 and is provided in lieu of, and supersedes, any conflicting standard license terms.

4 Consistency with Federal Law; Terms Not Applicable to the Government

4.1 The commercial license applies to the U.S. Government to the maximum extent consistent with federal law. Any provision of the Agreement that is inconsistent with federal law is superseded only to the minimum extent required, and all remaining provisions continue to apply.

4.2 Without limiting the foregoing, and only to the extent prohibited or made unenforceable by federal law when the Licensee is the U.S. Government, the following provisions of the Agreement do not apply:

(a) any automatic renewal, or any term that purports to obligate the Government to make payments in advance of, or in excess of, available appropriations, contrary to the Anti-Deficiency Act (31 U.S.C. 1341);

(b) any obligation of the Government to indemnify or hold harmless zTouch Networks or any third party;

(c) the choice of a State's law and the designation of State-court venue, which are replaced by federal law and the dispute-resolution framework in Section 7 below;

(d) any requirement to submit disputes to binding arbitration;

(e) any unilateral right to terminate, suspend, or obtain injunctive or other equitable relief against the Government, except as authorized by federal law;

(f) any audit, inspection, or access right, or any confidentiality or publicity restriction, to the extent it conflicts with federal law, including the Freedom of Information Act and applicable records requirements;

(g) any late-payment interest or charge other than interest payable under the Prompt Payment Act (31 U.S.C. Chapter 39), and any obligation to pay taxes from which the Government is exempt;

(h) any updated version of the Agreement published after award, which binds the Government only if incorporated into the governing contract or order by modification;

(i) any obligation arising solely from click-through, shrink-wrap, or similar acceptance of the Agreement by an individual user, to the extent unenforceable under FAR 52.232-39 (Unenforceability of Unauthorized Obligations);

(j) any provision that conflicts with the Contract Disputes Act, the FAR, or the DFARS.

5 Data Rights and Restrictions

5.1 Nothing in this Addendum grants the U.S. Government rights greater than those in the commercial license. The Software remains commercial computer software developed at private expense (subject to Section 5.4), and zTouch Networks reserves all rights not expressly granted.

5.2 Where an assertion of use, release, or disclosure restrictions is required (for example, under DFARS 252.227-7017), zTouch Networks asserts zTouch.OS and its Documentation as commercial computer software developed at private expense, subject to the restrictions of the commercial license.

5.3 Where a specific procurement funds newly developed software or modifications, the data rights in that new work are addressed in the applicable contract or order; the pre-existing zTouch.OS and its Documentation remain commercial software developed at private expense and are unaffected.

5.4 To the extent, if any, that any portion of the Software or Documentation was developed in whole or in part with U.S. Government funding, including under a Small Business Innovation Research (SBIR) or Small Business Technology Transfer (STTR) funding agreement, that portion is subject to the data rights asserted and marked by zTouch Networks under the applicable funding agreement (including, as

applicable, DFARS 252.227-7018 or FAR 52.227-20), and nothing in the Agreement or this Addendum waives or diminishes those rights.

6 License Compliance and Usage Data

6.1 License verification under Section 8 of the Agreement is limited, for the U.S. Government, to a written certification of the Software's use against the License Metric by the contracting officer or the contracting officer's designee, provided no more than once in any twelve (12) month period. Any remote or on-site review requires the Government's prior written agreement and must comply with the Government's security, access, and classification requirements. The cost-reimbursement provision of Section 8.3 of the Agreement does not apply.

6.2 If the Government's use exceeds the License Metric, the parties will address the excess through a modification of the governing contract or order, subject to available appropriations, and zTouch Networks will not invoice the Government for excess use outside that process.

6.3 License keys, activation, metering, and Usage Data collection under Section 7 of the Agreement apply only as permitted by the governing contract or order and the Government's security requirements. In air-gapped, classified, or otherwise disconnected environments, the Government may operate the Software using offline activation, and the certification in Section 6.1 satisfies the usage-report obligation in Section 7.3 of the Agreement.

7 Disputes

To the extent the Licensee is the U.S. Government, any dispute arising under or related to this Addendum or the Agreement is resolved in accordance with the Contract Disputes Act (41 U.S.C. Chapter 71) and other applicable federal law, in lieu of the governing-law and dispute-resolution provisions of the Agreement.

8 No Endorsement

No provision of the Agreement or this Addendum will be construed as an endorsement of any product or service by the U.S. Government, and neither party will use the other's name or marks for publicity without prior written consent, subject to applicable federal law.

9 Conflicts and Precedence

For U.S. Government use, in the event of a conflict, the order of precedence is: applicable federal law and the terms of the governing contract or order; then this Addendum; then the Agreement. In all other respects the Agreement remains in full force and effect.

Acknowledged and agreed for U.S. Government acquisitions:

zTouch Networks Inc. By: _____ Name: _____ Title: _____
Date: _____