

**Terms and Conditions**  
**Relating to Third Party Tools for Device Life Cycle Management Services**

Pursuant to GuidelT's agreement (the "Agreement") with Customer and one or more statements of work (each, an "SOW") under the Agreement, GuidelT is providing certain services (the "Services") to Customer. To the extent that GuidelT is providing systems management and deployment services, including inventory and asset management, software distribution, software configuration and patch management (collectively, the "Device Life Cycle Management Services" or "Device LCM Services"), to Customer as part of the Services, the following terms and conditions (the "Terms and Conditions") govern any use of any software and/or software agent (collectively, the "Licensed Software") licensed from a third party ("Licensor") and constitute our agreement related to any Licensed Software installed on Customer's equipment. Customer acknowledges and agrees that (i) Licensor has no relationship with or obligation to Customer and that the Terms and Conditions govern the use of, and obligations with respect to, the Licensed Software and (ii) Customer will not bring any action, suit, or claim brought against Licensor in connection with or related to the Services or the Licensed Software.

With respect to Licensed Software that GuidelT may install on Customer's equipment (the "Installed Software") and the related documentation (the "Documentation"), Customer agrees:

- (i) That its non-exclusive right to use the Installed Software is limited to the copies installed by GuidelT;
- (ii) To only use the Licensed Software and Documentation as part of receiving the Device LCM Services;
- (iii) To cooperate with Licensor during any compliance review that may be conducted by Licensor or its designated agent; and
- (iv) At the conclusion of the Device LCM Services in which the Licensed Software is used or upon the termination of GuidelT's right to use the Licensed Software, to promptly permit GuidelT to remove any Installed Software on Customer's equipment or, with GuidelT's approval, to promptly remove such Installed Software. In the event Customer removes the Installed Software, Customer will, upon request from Licensor or GuidelT, certify that such Installed software has been permanently removed from its equipment.

Customer will not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Licensed Software, or any part thereof unless and to the extent such restrictions are prohibited by applicable law. In addition, Customer will not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Licensed Software, the Documentation or any part thereof, (ii) resell, transfer, sublicense or distribute the Licensed Software or Documentation, (iii) provide, make available to, or permit use of the Licensed Software, in whole or in part, by any third party, or (iv) perform or fail to perform any other act which would result in a misappropriation or infringement of Licensor's intellectual property rights in the Licensed Software or Documentation. Customer will not remove, or attempt to remove, any titles, trademarks, copyrights and restricted rights notices included as part of the Licensed Software or the Documentation. Notwithstanding any other provision in the Agreement, any SOW, or these Terms and Conditions, Customer shall not be prevented or restricted from independently licensing any software product or exercising additional or different rights to any open source software that may be contained in or provided

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Customer understands and agrees that (i) the Licensed Software is protected by copyright and other intellectual property laws and treaties, (ii) Licensor, its affiliates and/or its licensors own the copyright, and other intellectual property rights in the Licensed Software, (iii) the Licensed Software is licensed, and not sold, (iv) the Agreement, SOWs and these Terms and Conditions do not grant Customer any rights to Licensor's trademarks or service marks, and (v) Licensor reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

Customer acknowledges that the Licensed Software and the Documentation are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. Customer hereby agrees to use the Licensed Software, the Documentation and related Services in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Licensed Software, Documentation or Services or any copy, portion or direct product of the foregoing. Customer shall, at its expense, defend GuideIT and its licensor from any third-party claim or action arising out of any allegation made against GuideIT or its licensor due to Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as GuideIT and its licensor's costs of responding to the Export Claim.

If GuideIT changes the tools used to provide the Device LCM Services, Customer and its personnel will comply with the terms and conditions of use applicable with respect to any such replacement service or software and provided to Customer by GuideIT; provided that the terms and conditions with respect to such replacement or service shall not materially impair Customer's ability to obtain the benefits of the Device LCM Services or otherwise materially disadvantage Customer. Notwithstanding the foregoing, these Terms and Conditions do not relieve GuideIT of its obligations to provide the Services to Customer.