

FORSTA GO LICENSE TERMS AND CONDITIONS

These License Terms and Conditions ("**Agreement**") is a binding agreement between you ("**End-User or “you”**") and Forsta Worldwide, Inc. and its affiliates (collectively "**Company**"). This Agreement governs End-User's use of the **Forsta Go**, (including all related documentation, the "**Application**"). The Application is licensed, not sold, to End-User. The Agreement applies to the use of information, security credentials, electronic devices, and network resources to operate the Application to access certain Content and Services, as defined below.

BY CLICKING THE "CONNECT" BUTTON, END-USER (A) ACKNOWLEDGES THAT END-USER HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS THAT END-USER IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREE THAT END-USER IS LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION AND DELETE IT FROM END-USER MOBILE DEVICE.

1. License Grant. Subject to the terms of this Agreement, Company grants End-User a limited, non-exclusive, and nontransferable license to:

- (a) download, install, and use the Application on a single mobile device ("**Mobile Device**") strictly in accordance with the Application's documentation; and
- (b) Access and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

2. License Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Application, End-User shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

(f) use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;

(g) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in this Agreement, without Company's prior written consent;

(h) frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application, website, or service;

(i) use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application; or

(j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

(k) compromise the integrity of Company's systems, including via probing, scanning, or testing the vulnerability the Application. This prohibition does not apply to security assessments expressly permitted by the Company under the Terms of Use.

3. Reservation of Rights. End-User acknowledges and agrees that the Application is provided under license, and not sold, to End-User. End-User does not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company, and its licensors and service providers, reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to End-User in this Agreement.

4. Collection and Use of End-User Information. End-User acknowledges that when End-User downloads, installs, or uses the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about End-User's Mobile Device and about End-User's use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy located at <https://legal.forsta.com/legal/privacy-notice/>. By downloading, installing, using, and providing information to or through this Application, End-User consents to all actions taken by us with respect to End-User's information in compliance with the Privacy Policy.

5. Conditions on Use of Application, Content and Services.

(a) The Application may provide End-User with access to the Company's Forsta Plus Software ("**Software**") or to certain features and functionality of the Company's Forsta Plus Software, and reports or other content made available to End-User via the Company's software-as-service model (collectively with Software, "**Content and**

Services"). Such Content and Services are licensed to End-User separately under the Forsta Master SaaS Agreement or similar master services agreement. End-User's access to and use of such Content and Services are governed by the Forsta Master SaaS Agreement or similar master services agreement between End-User and Company, Forsta Acceptable Use Policy, located at <https://legal.forsta.com/>, and Forsta Privacy Notice located at <https://legal.forsta.com/legal/privacy-notice/>, which are incorporated herein by this reference, and are collectively referred to herein as "**Terms of Use**". Any violation of such Terms of Use will also be deemed a violation of this Agreement.

(b) End-User's access to and use of the Application, including such Content and Services, requires, and is expressly conditioned upon End-User having a valid User ID granted to End-User by the Company permitting End-User access to such Content and Services via Company's SaaS Service. End-User is responsible for safeguarding the User ID and other password or login credentials that End-User uses to access the Application, and for any activities or actions that occur under End-User's User ID, End-User's password, or other login credentials. End-User agrees not to disclose End-User's User ID, End-User's password, or other login credentials to any third party. End-User must notify Company immediately upon becoming aware of any breach of security or unauthorized use of End-User's account.

(c) **Mobile Device Compliance.** End-User shall be responsible for ensuring:

(i) physical security of End-User Mobile Device;

(ii) that the Mobile Device is not compromised, "rooted" or "jailbroken";

(iii) that the Mobile Device hardware is in support and not in the "end of life" cycle, i.e. that it is no longer receiving firmware updates from the manufacturer;

(iv) that the installed mobile Operating System is in support and receiving security patches and updates from the manufacturer.

(v) that all security patches and updates with respect to the Operating System and the Mobile Device are installed;

(vi) that Mobile Device authentication and authorization is configured correctly.

(d) **Application Use Compliance.** End-User shall be responsible for:

(i) ensuring that the Application is installed from a trusted repository, such as Google's Play Store or Apple's App Store;

(ii) ensuring that End-User are using the latest version of the Application.

(iii) understanding the data protection regulation in the country/region End-User are using the Application to access and process personal data.

(iv) ensuring that End-User access and view of any sensitive information available via Application, including any Company's confidential information, electronic Personal Health Information (ePHI) and Personally Identifiable information (PII), is secure.

(v) Reporting any issues or bugs with the Application;

(e) Restrictions on Use of the Application. End-User shall not:

(i) share User ID, password or other login credentials, or reuse passwords from other applications or websites when accessing the Application;

(ii) store sensitive information, including any Company's confidential information, electronic Personal Health Information (ePHI) and Personally Identifiable information (PII), outside the Application (e.g., in iOS widgets or via screenshots).

6. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. End-User agrees that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on End-User Mobile Device settings, when End-User's Mobile Device is connected to the internet either:

(a) the Application will automatically download and install all available Updates; or

(b) End-User may receive notice of or be prompted to download and install available Updates.

End-User shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should End-User fail to do so. End-User further agrees that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). End-User acknowledges and agrees that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to End-User or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a

convenience to End-User, and End-User access and use them entirely at End-User's own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

(a) The term of Agreement commences when End-User acknowledges End-User acceptance and will continue in effect until terminated by End-User or Company as set forth in this Section 8.

(b) End-User may terminate this Agreement by deleting the Application and all copies thereof from End-User Mobile Device.

(c) Company may terminate this Agreement at any time without. In addition, this Agreement will terminate immediately and automatically without any notice if End-User violate any of the terms and conditions of this Agreement or the Terms of Use.

(d) Upon termination:

(i) all rights granted to End-User under this Agreement will also terminate; and

(ii) End-User must cease all use of the Application and delete all copies of the Application from End-User Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END-USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET END-USER REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE

APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO END-USER.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO END-USER USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY END-USER FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO END-USER.

11. Indemnification. End-User agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to End-User's use or misuse of the Application or End-User's breach of this Agreement, including but not limited to the content End-User submits or makes available through this Application.

12. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. End-User shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. End-User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

13. US Government Rights. The Application is a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if End-User is an agency of the US Government or

any contractor therefor, End-User receives only those rights with respect to the Application as are granted to all other end-users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

14. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in New York city and county of New York. End-User waives any and all objections to the exercise of jurisdiction over End-User by such courts and to venue in such courts.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM END-USER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement. This Agreement and the Terms of Use constitute the entire agreement between End-User and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.