

WILIOT
NETWORK LICENSE & CONSULTING AGREEMENT

Last Updated: 4 December 2024

This *Network License and Consulting Agreement* (the "**Agreement**") applies to, and governs, any access to and use of the software being downloaded or used (the "**Software**"), and YOU ARE AGREEING TO THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" (OR SIMILAR) BUTTON, BY CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THIS AGREEMENT, ENTERING INTO AN ORDER FORM, OR OTHERWISE BY DOWNLOADING, ACCESSING OR USING THE SOFTWARE, WHICHEVER IS EARLIER (SUCH DATE, THE "**Effective Date**").

The Agreement constitutes a binding agreement between **Wiliot Ltd.** ("**Wiliot**") and the customer accessing or using the Software or otherwise agreeing to this Agreement ("**Licensee**"). An individual entering into this Agreement on behalf of the Licensee, represents that he/she has the right, authority and capacity to act on behalf of the Licensee and to bind the Licensee to this Agreement. **If an individual is using an organization's email address, such organization shall be deemed the Licensee.**

Unless the context clearly requires otherwise, references herein to the "Software" shall also be deemed to include any related APIs and documentation that are made available to Licensee with the Software.

1. LICENSE

1.1 License. Subject to the terms and conditions of this Agreement, Wiliot grants Licensee a personal, non-exclusive, non-transferable, non-sublicensable license, during the Term (defined below), to do the following (collectively, the "**License**"):

- (a) To internally access and use the Software;
- (b) To integrate the Software with a Covered Device owned or controlled by Licensee, and to distribute the Software as integrated with such Covered Device;
- (c) If the Software source code is made available to Licensee, to modify the Software; and
- (d) To make a reasonable number of copies of the Software in furtherance of the foregoing activities.

Licensee shall use the Software in accordance with its documentation. The Software will be delivered electronically, and will be deemed accepted upon delivery. "**Covered Device**" means a device manufactured by Licensee (into which Licensee wishes the Software to be integrated), which the Licensee intends to use in conjunction with Wiliot's cloud solution. Unless the context clearly requires otherwise, references herein to the "Software" shall also be deemed to include any related APIs and documentation that are made available to Licensee with the Software.

1.2 License Restrictions. As a condition to the License, and except as expressly permitted otherwise by the License, Licensee shall not do (or permit or encourage to be done) any of the following License restrictions (in whole or in part): (i) copy, create public Internet "links" to, "frame", or "mirror" the Software; (ii) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Software to any third party; (iii) publicly perform, display or communicate the Software; (iv) modify the Software or create a derivative work of the Software; (v) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code, non-literal aspects, or other underlying components (such as the underlying ideas or algorithms) of, the Software; (vi) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software; (viii) use the Software to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, the Software or any other Wiliot products or services; (ix) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software, or use any robot, spider, scraper, harvesting, or any other automated means to access the Software; or (x) use the Software in any manner that violates applicable law (including without limitation privacy laws, data protection laws, and export control laws).

1.3 Updates. All references herein to the "Software" shall be deemed to include the Updates (defined below) that Wiliot make available to Licensee. Wiliot may from time to time provide Updates, but shall not be under any obligation to do so. Such Updates will be supplied according to whatever then-current internal policies Wiliot may have in place, and some Updates may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Wiliot in its sole discretion. Updates may be accompanied by additional terms and conditions. Wiliot may in its sole discretion charge for Updates. As used herein, the term "**Update**" means an upgrade, update (such as a fix or patch), or other modification, improvement, enhancement or customization to or of the Software.

1.4 Premium Consulting Support. Wiliot offers premium consulting support tiers ("**Consulting Services**") with varying service levels as detailed in Exhibit B. The specific Consulting Services tier applicable to Licensee shall be specified in the order form executed between the parties for such purposes (the "**Order Form**"). The terms and conditions in Exhibit B shall govern the provision of Consulting Services.

2. **OWNERSHIP**

2.1 Software. The Software is only licensed (and not sold). Wiliot (and/or its affiliates or licensors, as applicable) is and shall remain the sole and exclusive owner of all right, title, and interest (including, but not limited to, all intellectual property rights) in and to the Software. Licensee acknowledges that the Software may be protected by intellectual property rights treaties and laws. Any rights not expressly granted to Licensee under this Agreement are hereby reserved by Wiliot and its licensors.

2.2 Feedback. In respect of any suggestions, feedback, or similar ideas for or about the Software provided to Wiliot and/or its affiliates by or on behalf Licensee (collectively, "**Feedback**"): (a) Licensee represents and warrants that such Feedback shall not contain or embody any confidential or proprietary information belonging to Licensee or any third-party, and Wiliot shall have no obligation to keep the Feedback confidential or secure; and (b) Licensee hereby grants (and shall grant) Wiliot and its affiliates a non-exclusive, perpetual, irrevocable, worldwide, sublicensable (through multiple tiers), transferable, royalty-free, fully paid-up license to access, reproduce, make, use, distribute, sell, create derivative works of, publicly perform and display, and otherwise commercially exploit such Feedback, for any purpose and in any way, and without any restriction or obligations of any kind whatsoever.

2.3 Improvements. If Licensee develops or makes any modifications, derivative works, and/or improvements of or to the Software and shares such Improvement with Wiliot (each, an "**Improvement**"): (A) Licensee hereby grants (and shall grant) Wiliot and its affiliates a non-exclusive, perpetual, irrevocable, worldwide, sublicensable (through multiple tiers), transferable, royalty-free, fully paid-up license to access, reproduce, make, use, distribute, sell, create derivative works of, publicly perform and display, and otherwise commercially exploit such Improvement, for any purpose and in any way, and without any restriction or obligations of any kind whatsoever; and (B) as part of such license, Licensee shall, on request, deliver to Wiliot the source code and any related source code comments, design documentation, and corresponding header files, build scripts and make files relating to Improvements.

3. **CONFIDENTIALITY**. The Software, including any information and documentation related thereto that are not in the public domain (the "**Confidential Information**"), are proprietary and confidential to Wiliot. Licensee shall keep in full confidence any information in connection with the Confidential Information and under access and use restrictions sufficient to protect copying, usage or disclosure thereof. Such restrictions will be reasonable and at least as stringent as those applied to Customer's similar confidential and proprietary information. No Confidential Information shall be disclosed by Licensee to any third party, unless Wiliot has agreed to such disclosure in writing and in advance.

4. **TERM AND TERMINATION**

4.1 Term. This Agreement commences on the Effective Date and, unless earlier terminated in accordance herewith, shall continue in full force and effect for a period of twelve (12) months (the "**Initial Term**"). Following the Initial Term, the Agreement shall automatically renew for successive twelve (12) month periods (each a "**Renewal Term**", and together with the Initial Term, the "**Term**") unless either party notifies the other party of its intent not to renew the Agreement at least 30 days' prior to expiration of the then-current Term.

4.2 Termination for Breach. Each party may terminate this Agreement upon written notice to the other party if: (a) the other party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach.

4.3 Termination for Convenience. Each party may, at any time, terminate this Agreement for convenience upon 60 days' prior written notice to the other party. If Licensee is dissatisfied with the Software, Licensee agrees that its sole and exclusive remedy shall be to terminate this Agreement.

4.4 Effect of Termination. Upon termination of this Agreement, the License shall automatically terminate, and Licensee must: (A) cease all further access and use of the Software; and (B) uninstall and permanently erase all copies of the Software within its possession or control.

4.5 Survival. Termination of this Agreement shall not affect any rights or obligations that accrued as of the effective date of termination. Any provision of this Agreement that ought by its nature to survive termination, shall survive (including without limitation Sections 2 (Ownership) through 9 (Miscellaneous)).

5. DISCLAIMER. THE SOFTWARE IS PROVIDED BY WILIOT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, QUIET POSSESSION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, ARE HEREBY DISCLAIMED BY WILIOT AND ITS LICENSORS. WITHOUT LIMITING THE GENERALITY OF THE foregoing, WILIOT AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF THE SOFTWARE; (B) THAT LICENSEE'S USE OF, OR RELIANCE UPON, THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS.

6. INDEMNIFICATION. If any third party (including, but not limited to, a regulatory or governmental authority) makes or institutes any demand, claim, suit, action or proceeding against Wiliot, its affiliates, and/or any of their respective licensors, directors, officers, employees, or representatives (each, an "Indemnitee"), and it is based upon or arises from any breach by Licensee under this Agreement (in each case, an "Indemnity Claim"), then, upon written request by Wiliot (to be decided in its sole discretion), Licensee agrees to assume full control of the defense and settlement of the Indemnity Claim; *provided, however*, that (a) Wiliot reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Indemnity Claim, and in such cases Licensee agrees to reasonably cooperate with Wiliot's defense counsel and activities at Licensee's own cost and expense; and (b) Licensee shall not settle any Indemnity Claim, or admit to any liability thereunder, without the express prior written consent of the Indemnitee(s).

In addition, and regardless of whether (or the extent to which) Licensee controlled or participated in the defense and/or settlement of an Indemnity Claim, Licensee agrees to indemnify and hold harmless the Indemnitee(s) for and against: (A) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee(s) in the defense of the Indemnity Claim; and (b) any amounts awarded against, or imposed upon, the Indemnitee(s) under such Indemnity Claim, or otherwise paid in settlement of the Indemnity Claim (including, but not limited to, any fines or penalties).

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL WILIOT OR ANY OF ITS AFFILIATES OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, FOR ANY LOSS OF USE OR DATA OR BUSINESS INTERRUPTION, AND/OR FOR ANY ECONOMIC LOSS (SUCH AS LOST PROFITS, REVENUE, ANTICIPATED SAVINGS).

THE COMBINED AGGREGATE LIABILITY OF WILIOT AND ALL ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL BE CAPPED AT **FIVE US DOLLARS (US\$ 5)**.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (SUCH AS, FOR EXAMPLE, IF A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR OF LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE); (ii) EVEN IF WILIOT OR ITS AFFILIATES HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (iii) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (iv) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, MISREPRESENTATION, OR OTHERWISE.

8. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy between the parties will be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv, Israel and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, Wiliot may seek injunctive (And other equitable) relief in any court of competent jurisdiction. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. EXCEPT TO SEEK EQUITABLE RELIEF, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR LICENSE RIGHTS OR OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that Licensee may have against Wiliot shall only be enforceable against Wiliot, and not any other entity (such as Wiliot's affiliates or licensors) or Wiliot's officers, directors, representatives, employees, or agents.

9. MISCELLANEOUS

- 9.1 Entire Agreement; Amendments. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between the parties with respect to such subject matter. Any modification or supplement to this Agreement, shall only be valid if set forth in a mutually signed writing that references this Agreement. Licensee acknowledges and agrees that in entering into this Agreement it has not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in any FAQs, summaries or explanatory guides regarding this Agreement or the Software. The language of this Agreement is expressly agreed to be the English language. Licensee hereby irrevocably waives, to the maximum extent legally permitted, any law applicable to Licensee requiring that the Agreement be localized to meet Licensee's language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. This Agreement may be executed in any number of counterparts (including digitally, electronically scanned and e-mailed PDF copies, and any similarly signed and electronically or digitally transmitted copies) each of which will be considered an original, but all of which together will constitute one and the same instrument.
- 9.2 Assignment. Wiliot may assign this Agreement (or any of its rights and/or obligations hereunder) without Licensee's consent, and without notice or obligation to Licensee. This Agreement is personal to Licensee, and Licensee shall not assign (or in any other way transfer) this Agreement (or any of its obligations or rights hereunder) without Wiliot's prior express written consent. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of each party and its respective successors and assigns. Any Wiliot obligation hereunder may be performed (in whole or in part), and any Wiliot right hereunder may be exercised (in whole or in part), by an affiliate of Wiliot. Similarly, Wiliot may subcontract its performance (in whole or in part) hereunder to its affiliates.
- 9.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 9.4 Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 9.5 Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, and shall be valid only in the specific instance in which given.
- 9.6 Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, franchise, joint venture, agency or other relationship between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will create or attempt to create any obligation, express or implied, on behalf of the other party. Under no circumstances shall Licensee identify itself, or a Covered Device, as 'certified' by (or otherwise endorsed by, or associated with) Wiliot.
- 9.7 Open Source Software. The Software may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, Wiliot may be required to provide Licensee with notice of the license terms and attribution to the third party, in which case Wiliot may provide Licensee with such information (whether as a file within the Software or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable license (which terms and conditions shall not restrict the license rights granted to Licensee hereunder), and to the extent any such license terms and conditions grant Licensee rights that are inconsistent with the limited rights granted to Licensee in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. Wiliot will comply with any valid written request submitted by Licensee to us for exercising any rights Licensee may have under such license terms and conditions (but Wiliot makes no commitment on how quickly Wiliot will comply).
- 9.8 Export Compliance. Licensee represents and warrants that it is not a resident of (and Licensee will not use the Software in) a country that the U.S. government has embargoed for use of the Software, and Licensee shall not violate any Export Control Laws in connection with its use of the Software. "**Export Control Laws**" means all applicable export and re-export control laws applicable to Licensee and/or Wiliot, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic

sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

- 9.9 Licensee Resources. Except for any goods and services that this Agreement expressly requires Wiliot to provide, Wiliot is under no obligation to provide any goods or services. Licensee shall be solely responsible: (A) for providing all hardware, software, systems, assets, facilities, and ancillary goods and services needed use the Software; (B) for ensuring their compatibility with the Software; and (C) for obtaining (and maintaining) all consents and licenses necessary to exercise Licensee's rights under the License.
- 9.10 Publicity. Wiliot may refer to Licensee as a customer on Wiliot's website and in sales and marketing presentations and may use Licensee's name and logo solely for such purposes
- 9.11 Notices. Except as may be specified otherwise in this Agreement, all notices, consents, or other communications provided for in connection with this Agreement shall be in writing, and shall be deemed given as follows: (A) when received, if personally delivered; (B) the second business day after mailing, when mailed via registered or certified mail with postage prepaid and return receipt requested; (C) upon delivery confirmation, when delivered by nationally recognized overnight delivery service ("**Courier**"); (D) the second business day after sending confirmed by facsimile; or (E) the first business day after sending by email.

EXHIBIT A

Software

Software:

1. Wiliot Bridge FW Reference Code

Overview:

The Bridge firmware code is designed to provide a reference code to create a Wiliot Ambient IoT network hardware device. As part of the firmware, there are different functions of the Wiliot Ambient IoT network, including IoT Pixels energizing (2.4G, Sub1G), IoT Pixels Data Path, additional sensors data path, network configurations and power management, and network control and monitoring packets.

The network APIs contain an access to the network managements layer, to manage the network devices.

The network documentation provide knowledge base documents describing the functionality or the network components.

Unless the context clearly states otherwise, references herein to the "Software" shall also be deemed to include any and all related APIs and documentation that are made available to Licensee to use with the Software in connection with the Covered Devices.

EXHIBIT B

Consulting Services

1. Consulting Services Tiers

Wiliot offers the following Consulting Services tiers:

- a) Bronze
- b) Silver
- c) Gold

2. Consulting Services Features

The features included in each Consulting Services tier are outlined in the table below:

	Bronze	Silver	Gold
Documentation/sample code	✓	✓	✓
Integration support tickets, Get started kit ¹	✓	✓	✓
Firmware and cert tool releases notifications	✓	✓	✓
Access to Wiliot Platform for Testing ²	✓	✓	✓
Firmware Feature Training ³		✓	✓
Test cycle/Q ⁴		✓	✓
Monthly call: technical alignment		✓	✓
Certification & full test cycle ⁵			✓
Bi-weekly call: technical & business alignment			✓

¹ Get Started Kit Includes 20 Wiliot IoT Pixels, 2 bridges and a gateway, and unboxing guidance.

² Access to Wiliot Platform subject to a signed Work Order. Number of Credits available identified in the Work Order.

³ Support to review provided Firmware feature technical consultation, up to 5 hours per quarter.

⁴ Test cycle includes functional conformance tools and performance test report and includes only Wiliot supported features.

⁵ Full test includes iterations up to passing performance goals.

3. Initial Response Time

Wiliot shall use commercially reasonable efforts to respond to Licensee's integration inquiries within the following timeframes, based on Licensee's Consulting Services tier:

- a) **Bronze:** 72 hours (business days)
- b) **Silver:** 48 hours (business days)
- c) **Gold:** 24 hours (business days)

4. Consulting Services Term and Fees

The applicable Consulting Services tier, associated fees, and term shall be specified in the Order Form executed between the Parties. Unless otherwise stated in the Order Form, Consulting Services fees are payable quarterly in advance.

5. Exclusions

Consulting Services do not include support for issues arising from:

- a) Use of the Software in breach of the Agreement or in a manner inconsistent with the documentation;
- b) Modifications to the Software not made or authorized by Wiliot; and/or
- c) Use of the Software in combination with hardware or software not provided or approved by Wiliot.

6. Licensee Obligations

Licensee shall:

- a) Provide Wiliot with reasonable access to personnel and information necessary to provide Consulting Services;
- b) Use reasonable efforts to diagnose and resolve issues before contacting Wiliot for support; and
- c) Maintain the confidentiality of any support tools or diagnostic information provided by Wiliot.

7. Updates and Upgrades

Wiliot may, at its discretion, provide updates or upgrades to the Software as part of the Consulting Services. Any such updates or upgrades shall be subject to the terms of the Agreement.