



END USER LICENSE AGREEMENT (EULA)

1. **Applicability.** This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Cassia Networks, Inc ("CASSIA"). By downloading, copying, or using the software you agree to this Agreement.
2. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
3. **Consumer Rights.** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.
4. **Electronic Delivery.** CASSIA may elect to deliver software and related software product or license information by electronic transmission or download.
5. **License Grant.** If you abide by this Agreement, CASSIA grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only and is subject to any specific software licensing information that is in the software product.

Your use is subject to the following restrictions:

- You may not use software to provide services to third parties.
 - You may not make copies and distribute, resell or sublicense software to third parties.
 - You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and CASSIA reserves the right to make such updates only available to customers with support contracts.
 - You may not copy software or make it available on a public or external distributed network.
 - You may not allow access on an intranet unless it is restricted to authorized users.
 - You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform CASSIA in writing about such modifications.
6. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.

7. Operating Systems. Cassia router firmware and IoT Access Controller software may only be used on approved hardware and server configurations.
8. Standard 1-year Limited Warranty for CASSIA Software.

CASSIA-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify CASSIA within 90 days of delivery of non-conformance to this warranty, CASSIA will replace your software within a commercially reasonable period of time. This Agreement states all remedies for warranty claims.

CASSIA does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by CASSIA. To the extent permitted by law, CASSIA disclaims all other warranties.

9. Intellectual Property Rights Infringement. CASSIA will defend and/or settle any claims against CASSIA-branded software as supplied under this Agreement that infringes the intellectual property rights of a third party. CASSIA will rely on your prompt notification of the claim and cooperation with our defense. CASSIA may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. CASSIA is not responsible for claims resulting from any unauthorized use of the software.
10. Limitation of Liability. CASSIA's liability to you under this Agreement is limited to the amount actually paid by you to CASSIA for the relevant software, except for amounts in Section 9 ("Intellectual Property Rights Infringement"). Neither you nor CASSIA will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.
11. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies or return them to CASSIA. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 12 ("General") will survive termination.
12. General.
 - Assignment. You may not assign this Agreement without prior written consent of CASSIA, payment of transfer fees and compliance with CASSIA's software license

transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

- U.S. Government. If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under CASSIA's standard commercial license.
- Global Trade Compliance. You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not transfer the products to any such country. CASSIA may suspend its performance under this Agreement to the extent required by laws applicable to either party.

13. Audit. CASSIA may audit you for compliance with the software license terms. Upon reasonable notice, CASSIA may conduct an audit during normal business hours (with the auditor's costs being at CASSIA's expense). If an audit reveals underpayments then you will pay to CASSIA such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse CASSIA for the auditor costs.

14. Open Source Components. To the extent CASSIA software includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent CASSIA software includes the GNU General Public License or the GNU Lesser General Public License, if you send CASSIA written notice, CASSIA will make those source code portions (including CASSIA modifications, as appropriate) available upon request for a period of up to three years from the date of distribution for a reasonable fee to cover the cost of media and shipping.

15. Notices. Written notices under this Agreement may be provided to CASSIA via the following method:

Mail to:

Cassia Networks, Inc.
Attn: Legal Department
97 E. Brokaw Road, Suite 130
San Jose, CA 95112 USA

16. Governing Law. This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and CASSIA agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

17. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If CASSIA doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.