RAD Server Software Deployment License and Support Agreement

1. SCOPE. This Software License and Support Agreement ("Agreement") is a legal agreement between you (either an individual or an entity ("you" or "Licensee")) and Embarcadero Technologies, Inc., a Delaware corporation with offices at 10801 N Mopac Expressway, Building 1, Suite 100, Austin, Texas 78759, including its affiliates ("Licensor"). By downloading or unsealing Licensor's RAD Server (as defined below) software and/or documentation ("Products") or by purchasing a license key for RAD Server or by using a license key to activate the RAD Server software or any RAD Server Component (as defined below), Licensee is agreeing to be bound by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and any ordering document, the terms of this Agreement will govern and control. Delivery if made by any means other than electronic delivery, shall be made FCA (Incoterms 2010) Licensor's shipping point. If Licensee is evaluating RAD Server for deployment purposes, then only the provisions of Section 22 below will govern such evaluation. This Agreement governs your deployment of a RAD Server Application (as defined below). The development of a software application or software solution based on RAD Server (a "RAD Server Application") requires that you obtain a valid license to use a version of RAD Studio, Delphi or C++ Builder that supports building services for RAD Server, which currently consists of version 10.1 or higher of RAD Studio, Delphi or C++ Builder. Use of RAD Server to deploy and use a RAD Server Application requires that you obtain a valid license to install RAD Server on a sufficient number of servers and use RAD Server with a sufficient number of licensed users and licensed devices to support such use or deployment. RAD Server is a bundled offering that consists of the following Embarcadero software solutions (each, a "RAD Server Component" and collectively, "RAD Server"): (i) REST Endpoint Publishing (also known as Enterprise Mobility Services ("EMS")), (ii) IoT Edgeware (also known as "ThingPoint'), (iii) Smart Device IoT Connectivity Framework (also known as "ThingConnect") and (iv) Location Tracking (also known as "BeaconFence").

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you may use Location Tracking, as a RAD Server Component hereunder, may vary depending upon the version of RAD Server purchased by you.

Your deployment and use of and connection to IoT Edgeware is restricted to the number of user and device licenses you purchased in connection with the applicable version of the RAD Server license that you purchased – each deployment of IoT Edgeware on a device and use of or connection to IoT Edgeware by each user requires a valid license for RAD Server. You may not deploy, use or connect to IoT Edgeware with any number of users or devices in excess of those validly licensed by you in connection with the applicable version of the RAD Server license you purchased.

In addition, your installation, deployment and use of RAD Server is also subject to the following restrictions as provided in the ordering document pursuant to which you purchased your RAD Server licenses:

3. TERM. This Agreement shall be effective on the date first accessed by Licensee.

4. TERMINATION. Licensor may immediately terminate this Agreement without further obligation or liability: (a) with respect to a License, if Licensee fails to pay the license fee due for the License hereunder and continues to be delinquent for a period of thirty (30) days after the last day on which payment is due, (b) if a petition alleging insolvency is filed by or against Licensee and not stayed within 60 days, or a receiver is appointed for any part of Licensee's business, or its assets are assigned for the benefit of creditors; or (c) if Licensee commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensor of such breach. The termination of this Agreement shall not affect: (i) the obligation of either party pursuant to any License which has not been terminated, and which shall therefore remain in effect in accordance with its terms; or (ii) the survival of the representations and warranties contained herein. Within 60 days of the termination of any License, Licensee shall return to Licensor the terminated Product and all related documentation, and copies thereof. Licensee shall promptly certify in writing to Licensor that all copies of the Product have been removed from each computer upon which the Product was installed, and that any copies not returned have been destroyed.

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6. SUPPORT AND MAINTENANCE ("Support"). Licensee is entitled to the Support services defined below as part of an annual Support fee.

6.1 ELECTRONIC SERVICES. To the extent that electronic services are available, Licensee may electronically access, at no charge, Support services which will be available twenty four (24) hours a day, seven (7) days per week. Such electronic services may include, but are not limited to: incident submission, case management and Product Releases.

6.2 SUPPORT. Support shall be applicable only to the Product licensed or sold under this Agreement for which Support fees have been paid. Support will not cover any adaptation or modification of the Product made by Licensee or any third party. The email and phone support hours shall be as identified on the Embarcadero support website.

Support shall consist of:

- (a) Make available a regional telephone number or other electronic support to Licensee in order for the Licensee to report Product issues and to receive assistance. Licensor will analyze the incident and verify the existence of the problem and provide direction and assistance in resolving the incident; and

- (b) Make available all updates, upgrades and other changes ("Releases") that Licensor, at its sole discretion, makes or adds to the Product and which Licensor furnishes, without charge, to other licensees of the Product that are enrolled in Support. Requests for Releases will only be honored during the support term. Physical media requires an additional charge.

6.3 TERMINATION OF SUPPORT. Licensee may cancel enrollment in Support upon written notice to Licensor at least thirty (30) days prior to the next Support Anniversary Date. If Licensee has failed to renew or terminated its enrollment in Support, for a period of up to six months from the Support expiration date, Licensee may re-enroll in Support by paying a reinstatement fee to be calculated based on Licensor's then current reinstatement policy and due for the period during which Licensee was not enrolled in Support. In addition, Licensee must pay the annual charge for Support for the next year in advance. Such reinstatement date shall then be considered the Support Anniversary Date. For the avoidance of doubt, Support reinstatement will not be permitted after six months of lapsed Support. Licensee agrees not to modify the Product without the prior written approval of

Licensor. Unapproved alterations to the Product shall void any obligation by Licensor to provide Support for the Product, pursuant to this Section 6, during the warranty period and any subsequent period in which Licensee is enrolled in Support. Licensor may elect to cease offering support services at any time (i) for a particular Product version in the case where it has been replaced by newer release(s) and (ii) in the case where a particular Product has reached its end of life.

6.4 CHANGE OF SUPPORT FEES. Licensor reserves the right to change its then current published list prices for the Products and its charge for Support at any time prior to renewal. Any such change to Support shall not take effect until the completion of the then current support term.

6.5 SERVICES; UPDATES; PRODUCT CHANGES. Licensor is not required under this Agreement to provide any installation, training or other services to licensee. Such services, if available, must be purchased separately. If Licensee purchases support and Licensor provides licensee with a new release, error correction, update, upgrade or other modification to the Product, or Licensee separately purchases an upgrade such modification or upgrade will be deemed part of the Product, and subject to the terms of this Agreement, unless the modification is expressly provided subject to a separate license agreement. If licensee have acquired an upgrade version of the Product (whether through support or purchase of a separate upgrade), such upgrade constitutes a single Product together with the copy of the Product that licensee upgraded. This means that, although Licensee may have two sets of Product media and/or two license keys, licensee still has only one license. Therefore, licensee may not transfer the original copy of the Product or license key to any other party or user. Licensor reserves the right at any time not to release or to discontinue release of any Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Product. If licensee acquires a Network Named upgrade or Concurrent upgrade license which includes rights to older product versions, then Licensee must deactivate the upgraded license upon installation of the upgrade license provided that the product version(s) of the upgraded license are also included in the upgrade license.

7. PAYMENT SCHEDULE. Payment for all License and Support fees shall be due thirty (30) following receipt by Licensee of an invoice by Licensor specifying the amounts due, unless otherwise set forth in an ordering document accepted by Licensor in writing. All fees are nonrefundable. Licensor shall invoice Licensee for the initial Support fees upon the initial order of the licensed Products (the "Support Anniversary Date"). Sixty (60) days prior to each annual Support Anniversary Date of the licensed Products, Licensor shall invoice Licensee the then-current fee for the next year of Support.

8. LIMITED WARRANTY AND CONDITIONS. Licensor warrants and conditions for a period of sixty (60) days that the media on which the Product is furnished will be, under normal use, free from defects in material and workmanship. Licensor also warrants that the Product will perform in all material respects with the operating specifications contained in the accompanying Product documentation, for a period of sixty (60) days from the date of shipment. Other than with respect to any indemnification hereunder, Licensor's entire liability and Licensee's exclusive remedy under this provision will be for Licensor to use commercially reasonable efforts to remedy defects covered by this warranty and condition within a reasonable period of time or, at Licensor's option, either to replace the defective Product or to refund the amount paid by Licensee to license the use of the Product. Licensor does not warrant or condition that the operation of the Product will be uninterrupted or error free or that all software defects can be corrected. This warranty and condition shall not apply if (a) the Product is not used in accordance with applicable documentation; (b) Product defect has been caused by Licensee's malfunctioning equipment; or (c) Licensee has made modifications to the Product not expressly authorized in writing by Licensor. No employee,

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- (a) Procure for Licensee the right to continue using the Product; or

- (b) Modify or replace the Product with a compatible, functionally equivalent, non-infringing Product(s); or

- (c) If neither (a) nor (b) is reasonably practical in Licensor's judgment, remove the Product and issue Licensee a pro rata credit based upon the License fees paid for the Product prorated over a thirty-six (36) month period from the date of shipment of the Product. Thereafter, termination shall proceed in accordance with the terms of Section 4.

Licensor shall have no obligation under this Section 10 to the extent the alleged infringement results from (i) modification of the Product other than by Licensor; (ii) the combination of the Product with products not provided by Licensor; or (iii) use of any older version of the Product when use of a newer version made available to Licensee would have avoided the infringement.

This Section 10 is Licensor's entire liability and Licensee's sole and exclusive remedy in the event of intellectual property infringement of any kind.

11. VERIFICATION. If Licensee is entering into this Agreement as an entity other than an individual (e.g., as a corporation, a partnership, or other organization), Licensor may, at its expense, audit the number of copies of the Product in use by Licensee and the designated CPU(s) on which the Product is installed. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals that

LICENSEE has underpaid fees to Licensor, Licensee shall be invoiced for such underpaid fees (based on the list prices in effect at the time the audit is completed); and if the underpaid fees exceed 5% of the License fees already paid, then Licensee shall also pay Licensor the reasonable costs of conducting the audit.

12. ASSIGNMENT. Neither this Agreement nor any of Licensee's rights, licenses or obligations hereunder may be assigned or delegated by Licensee to any third party, including without limitation in connection with a merger, acquisition, reorganization, outsourcing, change of control or under any other circumstance. Any such purported assignment or delegation shall be void and of no effect and shall constitute an incurable breach of this Agreement resulting in the automatic termination of this Agreement and all rights and licenses granted to Licensee hereunder.

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14. SEVERABILITY. Should any provision of this Agreement be determined to be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. NOTICE. Notices to either party shall be in writing to the address indicated in this Agreement (or as later amended) and deemed effective when received, or twenty-four (24) hours following the date of the postmark, if sent by prepaid certified mail, return receipt requested.

16. REFERENCING. If applicable, Licensee agrees that Licensor may refer to the corporate name of Licensee as a customer of Licensor, both internally and in externally published media; any additional disclosure by Licensor with respect to Licensee shall be subject to the prior written approval of Licensee.

17. FORCE MAJEURE. Neither party will be in default of its obligations under this Agreement to the extent its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire or labor disturbances. The party facing an event of force majeure shall use its commercially reasonable efforts in order to remedy that situation as well as to mitigate its effects.

18. WAIVER. The waiver by a party of one breach or default by another party under this Agreement will not constitute the waiver of any subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

19. SURVIVAL. In the event of expiration or termination of this Agreement for any reason, the provisions of Sections 1, 4, 5, 7-9, 12-21 and 23 shall survive in accordance with their respective terms.

20. ENTIRE AGREEMENT. Licensee agrees that this is the complete and exclusive statement of the agreement between the parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement.

21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

22. EVALUATION LICENSE. Licensor is the owner and provider of certain proprietary software and documentation that Licensee desires to have tested and evaluated on the terms and conditions of this Section 22 ("Software"). For a term not to exceed fourteen (14) days ("Evaluation Period") without Licensor's written authorization, the Software will be provided solely for evaluation purposes for Licensee's own internal use ("Evaluation") and Licensee is hereby granted a nontransferable, nonexclusive, limited license to operate and use the Software for such Evaluation. The Evaluation Period begins on the date Licensee downloads or unseals the Software. At the end of the Evaluation Period, Licensee shall cease using and shall remove the Software from its systems. This requirement applies to copies of the Software in all forms (partial and complete) on all types of media and computer memory and whether or not merged into other materials. Licensee agrees not to cause or permit the reverse engineering, disassembly, modification, translation or decompilation of the Software. Licensee shall not copy the Software, or write or develop any derivative software. Licensee shall not release the results of any Evaluation testing or other performance results of the Software conducted under this Section 22 to any third party without Licensor's prior written consent for each such release.

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