

N21Mobile APPs End User License (EULA) (Updated July 18, 2019)

PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT (“EULA”) TERMS OF N21 MOBILE APPS CAREFULLY BEFORE DOWNLOADING OR USING SOFTWARE PRODUCTS OR USING ANY DIGITAL MEDIA FROM N21.COM OR N21MOBILE.COM (INCLUDING ALL SUBDOMAINS) OR RELATED APPLICATIONS, INCLUDING THE N21MOBILE APPS (ALL COLLECTIVELY, THE “APPLICATIONS”). THIS EULA CONSTITUTE A LEGAL BINDING CONTRACT BETWEEN YOU AND **Network TwentyOne International, Inc., 7320 McGinnis Ferry Road, Suwanee, Georgia 30024** (THE “LICENSOR”, “N21”, “WE”, “US,” OR “OUR”) AND GOVERNS THE LAWFUL USE OF THE APPLICATIONS.

BY CLICKING “DONE” OR “I AGREE” BUTTON OR BY ACCESSING, DOWNLOADING, REGISTERING OR USING IN ANY MANNER THE APPLICATIONS, YOU CONFIRM THAT YOU HAVE BEEN MADE AWARE OF, UNDERSTOOD AND ACCEPTED UNCONDITIONALLY, THE TERMS OF THIS EULA.

IF YOU DISAGREE ON THESE TERMS, PLEASE DO NOT USE IN ANY WAY THE APPLICATIONS.

CONSIDERING THAT:

A. The Applications, together with all their components thereof and all updates, new versions and modifications as well as the related additional materials thereto, including but not limited to all electronic documentation (guides, instructions etc.) and all derivative works of the Applications, together and separately, are protected by copyright laws as well as other intellectual property laws; and

B. In order to use legally the Applications, a licensee shall accept all terms and clauses of this EULA and shall be bound by these terms within the term of the license. The terms are valid for every use of the Applications and will be applied for all following updates and versions of the Applications, as much as they do not require a new agreement or additional, special terms of use.

THE PARTIES AGREE AS FOLLOWS:

1. Scope. You agree and acknowledge that this EULA is solely executed between N21 and You, and not with any mobile platform operators, such as Apple Inc. (“Apple”) or Google Inc., and as such, N21, and not any such mobile platform operator, is solely responsible for the Applications and its content thereof.

2. Assumption of Risk. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATIONS IS AT YOUR SOLE RISK AND YOU ALSO ACKNOWLEDGE THAT WHILE ACCESSING YOUR ACCOUNT FROM YOUR MOBILE DEVICE YOU WILL BE SOLELY RESPONSIBLE FOR HOW YOU PROTECT THE PRIVACY OF YOUR INFORMATION FROM PRYING THIRD PARTIES, INCLUDING THE INPUT OF YOUR LOG-IN INFORMATION AND CLOSING THE APPLICATIONS AFTER USING IT. YOU ALSO AGREE THAT YOU ARE RESPONSIBLE FOR ANY CONTENT YOU UPLOAD UNDER YOUR ACCOUNT. YOU EXPRESSLY ACKNOWLEDGE SOLE RESPONSIBILITY FOR ANY AND ALL USE OF THE APPLICATIONS CONDUCTED THROUGH USE OF YOUR ACCOUNT.

Important! The use of Applications may disable or alter: (1) software including features and functions in the operating system, drivers and applications, and other system settings; and (2) system services.

3. License Grant. Subject to the terms and conditions of this EULA, and the N21 Terms and Conditions of Use (“N21 Terms”) which are incorporated herein by reference, N21 hereby grants to You a terminable, nonexclusive, nontransferable, nonsublicenseable license to download, install, use, perform, and display the applicable Applications for personal use and solely on the devices that You own or control (your “Mobile Device”), and, for devices running an Apple operating system, as permitted by the Usage Rules set forth in the Apple Store Terms and Conditions (“Apple Usage Rules”). You may download the Applications on more than one (1) Mobile Device, but You must associate each Device with Your Account.

4. Restrictions. You may not (a) reproduce, distribute, sublicense, assign, use for service-bureau purposes, sell, rent, lease, or otherwise transfer the Applications to any third parties; (b) modify, alter, improve, “hack,” or create derivative works of the Applications; (c) reverse-engineer, decompile, disassemble, reverse-assemble, or otherwise attempt to derive the source code of the Applications; (d) remove or alter any proprietary notices or marks on the

Applications; (e) make the Applications available over a network or other environment permitting access or use by multiple users; (f) share Your Account or allow anyone else to access Your Account, whether through use of the Applications or otherwise; or (g) use the Applications for any purpose other than as described herein. If You breach this restriction, you may be subject to prosecution and damages. The terms of this EULA govern any upgrades provided by N21 that replace and/or supplement the original Applications, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. In addition, when using any functionalities and features that are part of the Applications, you may be subject to additional guidelines, terms, or rules applicable to such functionalities and features (“Additional Terms”), which may be posted from time to time and are hereby incorporated by reference into this EULA.

5. Data Privacy. You agree that N21 may collect and use application usage data and metrics as well as technical data and related information, including but not limited to technical information about your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Applications. N21 may use this information, if it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You. For all other information provided to us, you may further consult N21’s **Privacy Policy** (which is hereby incorporated by reference). By using the Applications, you acknowledge that You have read and accept this Privacy Policy. You agree that N21 or its representatives may access Your Account and records to investigate complaints or allegations of abuse, infringement of third-party rights, or violations of this EULA.

6. Other terms. You acknowledge and agree that your use of the Applications may be subject to additional terms and conditions of the device manufacturer, provider or carrier for the Mobile Device on which You download, access or use the Applications, which are not governed by this EULA. The Applications may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms. You agree not to use the Applications in any manner that violates this EULA, N21 Terms, or any applicable terms herein. It is also a violation of these rules to use any information obtained from or through the Applications to harass, abuse, or harm another person, or to contact, advertise to, solicit, or sell to any person without their prior explicit consent. You understand and acknowledge that we have a reputation to protect, and that we want to provide a good and positive service to

users of the Applications, so any violation of this EULA by You may cause us substantial harm. Accordingly, you agree that we may enforce this EULA to the fullest extent permitted by law.

7. Ownership. The Applications are licensed, not sold. This EULA is not to be construed as a sale of any rights in the Applications and no title or ownership in the Applications is transferred or assigned with the licensing. No rights or licenses are granted by the Licensor under this License, expressly or by implication, with respect to any proprietary information or patent, copyright, trade secret or other intellectual property rights, owned or controlled by the Licensor, except as expressly provided in this License. N21 and its licensors own and retain all proprietary rights in the Applications (including all upgrades thereto). The Applications contains the copyrighted material, trademarks, and other proprietary information (“Intellectual Property”) of N21 and its licensors. There are no implied licenses under this EULA, and all rights not expressly granted are hereby reserved. You further agree that N21 shall be free to use and exploit in any manner any ideas, concepts, know-how or techniques contained in such Feedback for any purpose without your or a third party’s consent, and without payment of any consideration to You or a third party. You also understand and acknowledge that in the event of a third-party claim against You that the Applications (or that your possession and use of the Applications) infringes that third party’s intellectual property rights, N21, and not any mobile platform operator, will be solely responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim, if any.

8. Product Claims. You understand and acknowledge that pertaining to the Applications or your possession and/or use of the Applications, N21, and not any mobile platform operator, is responsible for addressing any claims relating but not limited to: (i) product liability claims; (ii) any claim that the Applications fails to conform to any applicable legal or regulatory requirement; and/or (iii) claims arising under consumer protection or similar legislation.

9. Maintenance and Support. You agree and acknowledge that N21 has no obligations under this EULA to provide technical support or maintenance of any kind with respect to the Applications. We reserve the right for such support services, if any, to be performed solely pursuant to a separate written contract between the Parties. N21 may choose to offer at its own discretion, but with no obligation, to provide some basic support services (e.g. email support, upgrades, updates or bug fixes). Furthermore, you agree and understand that

N21 (or its business partners allowed to do so) is the entity responsible for providing maintenance and support services with respect to the Applications and that no mobile platform operators have any obligation whatsoever to furnish any maintenance and support services with respect to the Applications or on behalf of N21.

Important! You agree that any applicable consumer's right of withdrawal from this EULA is waived once you voluntarily download the Applications.

10. Termination. The license is effective until terminated by you or N21. Your rights under this license will terminate automatically without notice from the N21 if You fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Applications, and destroy all copies, full or partial, of the Applications, and/or delete or uninstall the Applications from your Mobile Device.

11. **Warranty disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION (“SERVICES”) ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND N21 HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND FREEDOM FROM PATENT INFRINGEMENT OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. N21 DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY N21 OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

THERE IS NO PROMISE OR REPRESENTATION THAT YOU CAN MAKE A CERTAIN AMOUNT OF MONEY, OR ANY MONEY, OR NOT LOSE MONEY, AS A RESULT OF USING THE APPLICATIONS.

YOU UNDERSTAND AND AGREE THAT MOBILE PLATFORM OPERATORS DO NOT HAVE AN OBLIGATION TO REFUND ANY PURCHASE PRICE FOR THE APPLICATION AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOBILE PLATFORM OPERATORS HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND/OR ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

12. Limitation of liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL N21 (OR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, AGENTS, AND OTHER PARTNERS AND EMPLOYEES) BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF N21 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall N21(or its affiliates, subsidiaries, officers, agents, and other partners and employees) total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the lesser of (1) the amount of your subscription fees and the purchase price of the products purchased by you from us, or (2) \$500.00 USD. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

13. Release. Without limiting anything provided herein, and to the extent permitted under applicable laws, You hereby release N21 (and its affiliates, subsidiaries, officers, agents, and other partners and employees) from any liability related to: (a) any incorrect or inaccurate content posted on or through the Applications, whether caused by any user of the Applications, or by any of the equipment or programming associated with or utilized in the Applications; (b) the conduct, whether online or offline, of any user of the Applications; (c) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any sites, or combination thereof, including injury or damage to user's or to any other person's computer or other mobile device related to or resulting from participating or downloading materials in connection with the Applications; (d) any loss or damage caused by content posted on or through the Applications or transmitted by and to users, or any interactions between users of the Applications, whether online or offline; and (e) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Applications user communications. **IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

14. Export Controls. You may not use or otherwise export or re-export the Applications except as authorized by United States law and the laws of the jurisdiction in which the Applications was obtained. In particular, but without limitation, the Applications may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Applications, you represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

15. Indemnity. You agree to indemnify and hold N21, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Applications in violation of this EULA and/or arising from a breach of this EULA by You.

16. Government acquisitions. The Applications and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

17. Contact Information. In the event You may have any questions, complaints or claims with respect to the Applications please contact N21, at mobile@n21.com.

18. Third Party Beneficiary. You acknowledge and agree that the applicable mobile platform operator for the device for which You downloaded the Applications, as well as such mobile platform operator's subsidiaries, are third party beneficiaries of this EULA, and that, upon Your acceptance of the terms and conditions of this EULA, any such mobile platform operator will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary hereof.

I HAVE READ THIS EULA, THE N21 TERMS, AND THE PRIVACY POLICY, AND I AGREE.