

End User Agreement

Updated September 3, 2024

Acceptance of the End User Agreement

PLEASE REVIEW THIS AGREEMENT CAREFULLY. ONCE SIGNED BY BOTH PARTIES, THIS BECOMES A BINDING LEGAL AGREEMENT BETWEEN ERICSSON AND CUSTOMER AND PREVAILS OVER ANY INCONSISTENT PROVISIONS IN ANY AGREEMENT WITH A CHANNEL PARTNER OR ANY PRIOR AGREEMENT BETWEEN ERICSSON AND CUSTOMER. THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICES AND ANY HARDWARE OR SOFTWARE REQUIRED TO DELIVER THE SERVICES (DEFINED BELOW). THIS AGREEMENT ALSO INCORPORATES ANY SERVICE-SPECIFIC TERMS AND CONDITIONS THAT APPLY TO PURCHASED SERVICES. IF YOU ARE SIGNING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER. CUSTOMER'S CONTINUED USE OF SERVICES PROVIDED BY ERICSSON SHALL ALSO CONSTITUTE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE AUTHORITY TO BIND CUSTOMER, OR CUSTOMER DOES NOT AGREE TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, INCLUDING THE PRIVACY NOTICE, DO NOT PROCEED WITH THE ACCOUNT REGISTRATION OR SETUP PROCESS AND DO NOT USE THE SERVICES.

ERICSSON DOES NOT GUARANTEE THAT THE SERVICES ARE AVAILABLE IN OR MAY BE USED IN ALL COUNTRIES OR JURISDICTIONS. ERICSSON MAY RESTRICT THE AVAILABILITY OF OR MODIFY SERVICES IN ANY LOCATION TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

This Agreement governs both Customer's: (1) purchase and use of Ericsson Services, and (2) provision and use of any Limited Release Services.

Customer represents that it is not a direct competitor of Ericsson and will not give access to the Services to any competitor of Ericsson or to any third party for benchmarking or other competitive purposes, unless Ericsson has provided express written consent.

Capitalized terms have the definitions stated in this Agreement.

1. ERICSSON'S PROVISION OF SERVICES

1.1. **Provision of Purchased Services.** Customer will purchase Services from a Channel Partner for a designated Service Term and Entitlement as set forth in an Order Form. Subject to Customer's and End Users' use of the Services in accordance with this Agreement and applicable Documentation, Ericsson will: (a) make the Services available to Customer pursuant to this Agreement and Documentation, (b) grant Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Software in accordance with this Agreement, Documentation, and only as required to access the Services, and (c) provide the Services in accordance with laws and government regulations applicable to Ericsson's provision of its Services to its customers generally without regard for Customer's particular use of the Services.

1.2. **Customer Support.** Ericsson and/or its designated Channel Partners will provide Ericsson standard support for the Services to Customer during the designated Service Term at no additional charge, and/or upgraded support if purchased.

1.3. **Updates or Additional Services.** Ericsson makes continuous Updates to the Services in its sole discretion for any purpose deemed appropriate by Ericsson. Customer may only receive and use Updates or purchase additional Services beyond the current Entitlement if Customer has a current, unexpired subscription to the Services. Ericsson will use reasonable efforts to give Customer prior notice of any material Updates, which notice may be provided via the Services, email, or other notification method.

1.4. **Evaluation Services.** If Ericsson makes Evaluation Services available to Customer, Customer may only use the Evaluation Services on a temporary basis for the designated period of time (the “**Evaluation Period**”). If there is no Evaluation Period specified, such use is limited to 90 days after the Evaluation Services are made available to Customer. If Customer does not stop using the Evaluation Services or the hardware on which it is authorized for use by the end of the Evaluation Period, Ericsson or a Channel Partner may invoice Customer for the applicable list price and Customer agrees to pay such invoice. The Evaluation Services may contain bugs, errors, or other issues. Unless approved by Ericsson, Customer will not use Evaluation Services in a production environment. Ericsson may stop providing the Evaluation Services at any time and Customer will stop using the Evaluation Services at such time. Any data Customer enters into the Services and any configurations made to the Services by Customer during the Evaluation Period will be permanently lost unless Customer purchases a subscription to the same Services before the end of the Evaluation Period.

1.5. **Limited Release Services.** Ericsson may make Limited Release Services available to customer to try at its option for a limited time period to be determined by Ericsson in its sole discretion and subject to any additional terms as may be established by Ericsson.

2. CUSTOMER’S USE OF SERVICES

2.1. **Customer’s Responsibilities.** Customer will use the Service in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy and data security laws, employment, marketing and consumer protection laws and guidelines. Customer is responsible for maintaining the security of Customer’s account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Ericsson’s knowledge or consent. Customer will also cooperate with Ericsson (i) in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services, and (ii) in connection with the performance of this Agreement by making available such personnel and information as may be reasonably requested by Ericsson. Customer is responsible for reviewing applicable Documentation (including usage materials) to implement the Service and configure privacy and security controls in accordance with Customer’s IT and security policies and procedures.

2.2. **Restrictions.** Customer will not, and will not permit its End Users or any third party to: (a) use the Services in connection with any High-Risk Applications; (b) transfer, sell, sublicense, redistribute, use or make the Services available for third party usage, or for any purpose other than its own internal use, except as set forth in Section 2.3; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (d) modify, translate, or create derivative works based on the Service; (e) run or use any processes that run or are activated while Customer is not logged on to the Services or that “crawl,” “scrape,” or “spider” the Service; (f) facilitate any disruption, threat, or attack on the Services such as through the distribution of Malicious Code, denial-of-service attack, unauthorized penetration testing, or other action that poses a security risk to the Services, Ericsson’s systems, or other users of the Services; (g) move the Services or any related hardware to any other country other than the Original Territory, unless authorized in writing by Ericsson; or (h) use the Services in any manner that (i) is illegal, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Ericsson, (iii) is unwanted such as sending unsolicited bulk, commercial, or spam messages in violation of law; (iv) places an unreasonable or unexpected load on the Services; or (v) may subject Ericsson to liability. The Customer account holding the Entitlement to the Software shall also hold title to any hardware sold to Customer as part of the Service and Customer shall not transfer any hardware to any other third party.

2.3. **Managed Services.** If a Channel Partner desires to offer a Managed Service, and if approved by Ericsson, then Channel Partner must participate in Ericsson's managed service provider partner program and/or enter into a separate agreement with Ericsson to obtain the right to offer a Managed Service. Channel Partner acknowledges that in connection with offering a Managed Service it is the Customer subject to the terms of this Agreement. Channel Partner will: (a) hold the Entitlements with the corresponding rights to the Services, (b) contract with its own end users to provide a Managed Service pursuant to terms that are at least as protective of Ericsson and Ericsson's Services as this Agreement, (c) comply with then-current requirements of Ericsson's managed service provider program, (d) inform its own end users, prior to purchase, that the Products and Services include cloud services hosted in the United States and development and support services may be performed in the United States or other Ericsson locations worldwide, including using follow the sun coverage, (e) notify each end user in writing that the end user information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the applicable end user terms and Ericsson's Privacy Policy available at <https://cradlepoint.com/privacy-policy>, and (f) remain responsible for all acts and omissions, including any breaches of this Agreement, of its end users as if Channel Partner committed such act or omission itself. Channel Partner is an independent entity and has no authority to make representations or warranties, incur obligations, or otherwise act on behalf of Ericsson in any way. Ericsson may exercise any rights and/or remedies under this Agreement, at law or in equity, based upon such acts or omissions of Channel Partner's or its end users.

2.4. **Customer Contacts.** Customer will designate an employee who will be responsible for all matters relating to this Agreement ("**Primary Contact**") and a point of contact in the event of a security incident ("**Security Contact**"). Customer may change the designated Primary Contact and Security Contact at any time through its account settings on the Services. Customer will cooperate with Ericsson in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Ericsson may reasonably request.

3. CONFIDENTIALITY

3.1. The Receiving Party agrees: (a) not to divulge to any third person any Confidential Information, except to those employees, Affiliates, legal counsel and accountants with a need to have access thereto for purposes of this Agreement or to potential investors or acquirers (each a "**Permitted Recipient**"), and (b) to take the same security precautions to protect against disclosure or unauthorized use of Confidential Information that the party takes with its own confidential information, but in no event less than reasonable precautions to protect Confidential Information. The Receiving Party must ensure that any Permitted Recipient is subject to written confidentiality obligations no less restrictive than those set forth in this Agreement and will remain liable for any breach of this Section by Permitted Recipients.

3.2. The Receiving Party may disclose the Disclosing Party's Confidential Information if: (a) such disclosure is approved in writing by the other party prior to such disclosure, (b) is included in a filing required to be made by the Receiving Party with a governmental authority or is otherwise required to comply with applicable law or governmental order, provided it will provide notice to Disclosing Party (if legally permissible) and reasonably cooperate, at Disclosing Party's expense, to obtain confidential treatment or a protective order.

3.3. Upon the reasonable written request of the Disclosing Party, the Receiving Party will either return, or certify to the deletion or destruction of all Confidential Information of Disclosing Party, unless prohibited by law, and provided that such request is submitted no later than 5 days after termination or expiration of this Agreement.

3.4. Customer acknowledges that Ericsson does not wish to receive any Confidential Information from Customer that is not necessary for Ericsson to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and,

unless the parties specifically agree otherwise, Ericsson may reasonably presume that any unrelated information received from Customer is not Confidential Information.

4. LICENSE AND USE OF DATA

4.1. Definitions.

“Customer Content” means all electronic data and information transmitted by or on behalf of Customer or its End Users through use of the Services.

“Customer Data” means all electronic data and information submitted by Customer for setup and provisioning of the Services, including all data regarding and submitted by or on behalf of Customer’s End Users. Customer Data does not include Customer Content. This includes, but is not limited to, any data or information provided by Customer while seeking support for the Services.

“Ericsson Data” means all information created, generated, collected, or compiled regarding Customer’s use of the Services including aggregated machine learning results, and related to the provision, performance, and operation of the Services, in an aggregate and anonymous manner that does not identify Customer or Customer’s Confidential Information.

4.2. Limited License from Customer. By using or accessing the Services, Customer hereby grants to Ericsson, its Affiliates, and applicable licensors and service providers a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable, limited right and license as necessary to provide, support, and ensure proper operation of the Services in accordance with this Agreement to: (a) host, use, copy, display, store, transmit, and modify Customer Data and Subscriber Data, and (b) host, copy, transmit, and display Customer Content.

4.3. Customer’s Right to Data and Content. Customer represents and warrants to Ericsson that: (a) it has valid legal bases for its data processing and obtained all necessary consents to provide contact details and any personal data that Customer provides to Ericsson; (b) it has complied with all applicable privacy, employment, consumer protection, marketing and data security laws and government guidelines, including without limitation all laws that apply to collecting, accessing, using, disclosing any Customer Data and Subscriber Data that Customer provides to Ericsson, and laws applicable to protection of minor children and students; (c) it has notified the relevant data subjects that Ericsson will be given such information for use in accordance with the terms of this Agreement; and (d) it has the right to access and use Customer Content in connection with the Services. Customer shall notify Ericsson as soon as reasonably practicable of any amendments required to any personal data either through the Service or as otherwise directed in the Privacy Notice. If Customer receives any notice or claim that any Customer Data, Subscriber Data, Customer Content, or activities hereunder with respect to any Customer Data, Subscriber Data, or Customer Content, may no longer be used or must be removed, modified, or disabled to avoid violating any third-party rights or any applicable law or regulation, Customer will do so promptly. If Customer does not, then Ericsson may (but is not required to) suspend activity hereunder with respect to that Customer Data, Subscriber Data, and Customer Content.

4.4. Use of Ericsson Data. Notwithstanding anything else in this Agreement or otherwise, Ericsson may monitor Customer’s use of the Service, and in an aggregate and anonymous manner, compile Ericsson Data. Ericsson owns all right, title and interest in and to the Ericsson Data and may use, reproduce, sell, develop, and publicize Ericsson Data, provided that it does not identify Customer or Customer’s Confidential Information, including for the purposes of improving the Services generally and training machine learning models for general use and provision by Ericsson. To the extent needed to perfect Ericsson’s ownership in the Ericsson Data, Customer hereby irrevocably assigns all right, title and interest in such Ericsson Data to Ericsson.

4.5. Protection of Customer Data. Ericsson will maintain, and requires its subprocessors to maintain, reasonable administrative, physical, and technical safeguards to prevent unauthorized access to or disclosure of Customer Data and Subscriber Data, as described in the Documentation and Ericsson’s Privacy Notice. Subject to Section 3.3, after termination of all Services provided to Customer, Ericsson will have no obligation

to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control in accordance with Ericsson's data retention policy, unless legally prohibited. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Ericsson will make Customer Data available to Customer for export or download. After such 30-day period, Ericsson will have no obligation to maintain or provide any Customer Data.

4.6. Compliance with Privacy Laws. Unless otherwise expressly set forth in writing by Ericsson, Customer acknowledges that it is the data controller (or equivalent term used in the applicable law), as defined under applicable privacy laws, of Customer Data. Ericsson may process and store Customer Data in the United States, the European Economic Area (the "EEA"), or outside of the country where it was collected. Ericsson may transfer Customer Data outside the EEA using the standard contractual clauses pursuant to the Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any replacing version of such clauses adopted by the European Commission. Customer agrees that Ericsson may use subcontractors and subprocessors to provide the Service and such subcontractors and subprocessors may process Customer Data. Customer may transfer and access Customer Data from multiple locations around the world consistent with its global operations and in compliance with applicable laws and regulations. If Customer or its End Users use the Services in a location with local laws that regulate collection and use of data about individuals and transfer of such data outside of such jurisdiction, Customer accepts responsibility for compliance with all such applicable laws. The parties acknowledge that Ericsson is service provider as defined by the California Consumer Privacy Act of 2018 (as amended) and as may be defined under other U.S. state laws. For more information, please see Ericsson's privacy policy at www.cradlepoint.com/privacy.

4.7. Software Updates. Customer should always use the most recent version of the Software and install patches and security fixes as soon as they are made available for download by Ericsson. Failure or delay to download increases security risks, including the ability to safeguard Customer Data. Ericsson is not responsible for any security incidents resulting from Customer's delay or failure to download. Ericsson shall have no liability for any claim based on or arising from, nor any obligations under this Agreement related to, the use of any version of the products that is not supported by Ericsson at the time the claim arises.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Reservation of Rights. Except as expressly set forth herein, Ericsson alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services, including Software, Evaluation Services, Limited Release Services, Ericsson Data, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any third party relating to the Services, which are hereby assigned to Ericsson. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights. Customer retains any ownership rights in and to the Customer Content and Customer Data. As between them, each party retains all ownership rights in and to its Confidential Information.

6. PAYMENT OF FEES

6.1. Fees. Customer will pay the applicable Fees, without any right of set-off or deduction. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Order Form. If Customer uses the Services in excess of the applicable Entitlement, Customer shall notify Ericsson or the Channel Partner and, regardless of whether Ericsson or the Channel Partner is made aware of such excess usage via notification or another way (such as pursuant to Section 6.4), then Ericsson or the Channel Partner may invoice Customer, and Customer agrees to pay, for such excess usage. Unless prohibited by law, all Fees paid hereunder (including any prepaid amounts) are non-refundable and quantities purchased cannot

be decreased during the applicable Service Term, including without limitation if this Agreement is terminated or Services are suspended in accordance with Section 7 below.

6.2. **Overdue Charges.** Unless otherwise specified by the Channel Partner from which Customer purchased the Services, unpaid overdue Fees may be subject to a finance charge of one percent (1.0%) per month calculated on the overdue amount, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees.

6.3. **Taxes.** Fees under this Agreement do not include any present or future taxes, levies, duties, or similar governmental assessments of any nature, including national, state or provincial and local use, sales, value-added, property, withholding and similar taxes, if any ("**Taxes**"). Unless otherwise explicitly agreed in writing at the time of purchase, Customer is responsible for paying all Taxes associated with its purchases (excluding taxes assessable against Ericsson's net income, property, and employees). Customer's payments are considered payments for the right to access and use of the Services and should generally be characterized as an automated service payment for tax purposes frequently referred to as 'business profits' under applicable income tax treaties. Customer acknowledges that Customer's payment does not represent a license or royalty payment and should not be subject to local country withholding tax. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof. If Ericsson has the legal obligation to pay or collect Taxes for which Customer is responsible, Ericsson will increase the Fees to cover such payment of Taxes and invoice Customer and Customer will pay that amount unless Customer provides Ericsson with a valid tax exemption certificate authorized by the appropriate taxing authority. Either party is entitled to contest the amount or validity of the imposition of any Taxes at its own expense or as mutually agreed upon, and each party agrees to furnish reasonable cooperation to the contesting party in any proceeding contesting the amount or validity of imposition of such Taxes. Both parties shall mutually cooperate to minimize the Taxes by availing any exemptions or treaty benefits, as applicable under the relevant laws of each jurisdiction.

6.4. **Usage Review.** During the Service Term and for a period of 12 months after expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the Services to demonstrate compliance with this Agreement ("**Customer Records**"). Ericsson may request that Customer allow Ericsson and its representatives access to the Customer Records during normal business hours and the Services within thirty (30) days of such request to review Customer's compliance with the terms of this Agreement, provided that Ericsson shall not make such request more than once per 12-month period. If the review process discloses underpayment of Fees: (a) Customer will pay such Fees; and (b) Customer will also pay the reasonable cost of the review if the Fees owed to Ericsson are 5% greater than the amounts previously paid.

7. TERMINATION; REMEDIES; SUSPENSION

7.1. **Term of Agreement.** This Agreement starts on the date that Customer accepts it and continues until all subscriptions to Services have either expired or been terminated in accordance with this Section 7.

7.2. **Service Term.** The Service Term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant Service Term. Except as expressly provided in the applicable Order Form, renewal of Services will be at Ericsson's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the total volume or service term length for any Services has decreased from the prior Service Term will result in revised pricing at renewal, without regard to the prior Service Term's pricing.

7.3. **Termination.** Customer may terminate any Services or this Agreement upon thirty (30) days' written notice to Ericsson. Ericsson may terminate any Services or this Agreement immediately upon written notice to Customer in the event of: (a) any material breach of this Agreement by Customer and/or its End Users, including without limitation, any breach of Section 2.2, any export restrictions set forth in Section 11.2 of this Agreement or any Service-Specific Terms, and/or failure to pay any Fees or other amounts when due hereunder if such breach remains uncured at the expiration of the 30-day period, or (b) if Ericsson's provision of the Services or performance under this Agreement would cause Ericsson to breach applicable laws or cause material security or safety detriment to Ericsson, its employees, or contractors. Either party may terminate this Agreement upon notice to the other party: (i) upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. The parties acknowledge and agree that a court order shall not be required to give effect to any termination of this Agreement.

7.4. **Effect of Termination.** Unless otherwise required under applicable law, Customer agrees that upon any termination or cancellation of any Services or this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Ericsson at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation. Customer's access to all Services, and any licenses or rights granted hereunder, shall terminate upon any termination of this Agreement, except as set forth in Section 4.5 to retrieve Customer Data. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

7.5. **Service Suspension.** Notwithstanding anything to the contrary, Ericsson reserves the right to suspend or limit Customer's access to the Service if Ericsson determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) constitute a use of the service in violation of this Agreement, including without limitation Section 2.2 (Restrictions) or Section 11 (U.S. Government Matters) or any applicable laws or regulations; (b) damage the Service or interfere with Ericsson's ability to reliably provide the Service to other users; (c) place an unreasonable or unexpected load on the Service; (d) there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services; (e) Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Ericsson's systems or any other user of the Services, or may subject Ericsson or any third party to liability; (f) Customer is in default of Customer's payment obligations hereunder; or (collectively, "**Service Suspensions**"). Customer understands that certain reasons for suspension are imposed on Ericsson by third parties, are subject to change without notice, and may result in Customer's access to the Services being suspended because of the actions of other users. Ericsson will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service Suspension. If Ericsson receives any notice or claim that any Customer Data, Customer Content, or activities hereunder with respect to any Customer Data or Customer Content, may infringe or violate rights of a third party or any applicable law or regulation, Ericsson may suspend activity hereunder with respect to that Customer Data or Customer Content.

8. WARRANTY AND DISCLAIMER

TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS OR REMEDIES THAT MAY BE AFFORDED TO CUSTOMER:

8.1. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH HIGH-RISK APPLICATIONS. ERICSSON AND ITS THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK APPLICATIONS.

8.2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ERICSSON DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR ANY FEATURE OR FUNCTION CONTAINED THEREIN AT THE TIME OF PURCHASE OR AS A RESULT OF ANY UPDATES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES, SOFTWARE AND ERICSSON PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS".

8.3. ANY USE OF THE SERVICES IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICES. ERICSSON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT THAT ARE BEYOND ANY APPLICABLE OBLIGATIONS THAT ERICSSON MAY HAVE AT LAW.

8.4. ERICSSON PROVIDES EVALUATION SERVICES AND LIMITED RELEASE SERVICES "AS-IS" WITHOUT SUPPORT OR ANY EXPRESS OR IMPLIED WARRANTY AND ERICSSON SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WHATSOEVER RELATED TO SUCH SERVICES. ERICSSON HAS NO LIABILITY RELATING TO CUSTOMER'S USE OF THE EVALUATION SERVICES OR LIMITED RELEASE SERVICES, WHICH CUSTOMER ACKNOWLEDGES MAY CONTAIN VARIOUS DEFICIENCIES INCLUDING, WITHOUT LIMITATION, BUGS OR SECURITY VULNERABILITIES.

9. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS OR REMEDIES THAT MAY BE AFFORDED TO CUSTOMER:

9.1. REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, ERICSSON OR ITS CHANNEL PARTNERS OR THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER, ITS END USERS, OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF ERICSSON OR ITS CHANNEL PARTNERS OR THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. ERICSSON WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES OR ANY OTHER CONSEQUENCES THAT CUSTOMER MAY INCUR BECAUSE OF ANY SERVICE SUSPENSIONS OR LIMITATIONS RELATED TO CARRIER COVERAGE OR SUPPORT.

9.3. THE TOTAL LIABILITY OF ERICSSON AND ITS SUPPLIERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE FEES PAID FOR ERICSSON SERVICES HEREUNDER IN THE THREE (3) MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. ERICSSON WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES OR ANY OTHER CONSEQUENCES ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO INSTALL ANY UPDATE TO THE SERVICES MADE AVAILABLE BY ERICSSON PURSUANT TO SECTION 1.3.

9.5. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY NON-EXCLUDABLE RIGHT OR REMEDY IMPOSED UNDER STATUTE. TO THE EXTENT THAT ERICSSON IS LIABLE FOR SUCH A NON-EXCLUDABLE RIGHT OR REMEDY, ERICSSON'S LIABILITY IS LIMITED TO ONE OR MORE OF THE FOLLOWING AT ERICSSON'S SOLE DISCRETION:

9.5.1. IN RELATION TO GOODS: (A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (B) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND

9.5.2. IN RELATION TO SERVICES: (A) THE SUPPLYING OF THE SERVICES AGAIN.

10. INDEMNIFICATION

10.1. **Customer Indemnity.** Unless prohibited by applicable law, Customer shall, at Customer's expense, defend and hold harmless Ericsson and its Affiliates and its and their respective employees, officers, directors and agents (collectively, "**Related Parties**") from and against any claim, investigation, suit or proceeding brought by an unaffiliated third party ("**Third-Party Claim**") that arises from or is based on any of the following: (a) Customer and its End Users' use of the Services or breach of this Agreement, including without limitation Section 4.6 (Data Controller); (b) any Customer Content transmitted using the Services; (c) any violation by Customer or its End Users of any law, regulation or rule applicable to their use of the Services; (d) violation by Customer or its End Users of any privacy, employee, or consumer protection right, or intellectual property right that is implicated herein; or (e) a combination by Customer or its End Users with any non-Ericsson hardware, software, technology, or other materials. In addition, Customer shall indemnify Ericsson and its Related Parties from and against any and all damages, costs and expenses (including court costs and reasonable attorneys' fees), fines and other monetary liabilities ("**Liabilities**") awarded against any of them in a final court judgment or a governmental authority's order or decision in connection with any such Third-Party Claim or agreed to in a settlement of any such Third-Party Claim.

10.2. **Indemnification Procedures.** Ericsson will promptly notify Customer of any Third-Party Claim that falls within the scope of the indemnification rights set forth above (a "**Covered Claim**") and shall provide reasonable cooperation and assistance to Customer in defending or settling the Covered Claim (at Customer's request and expense). Notwithstanding the foregoing, a delay or failure by Ericsson to provide such notice or cooperation and assistance shall not relieve Customer of its defense and indemnity obligations hereunder, except to the extent that such delay or failure materially prejudices Customer's ability to defend such Covered Claim. Customer, at its sole expense, shall promptly assume the defense of the Covered Claim after receipt of notice of such Covered Claim from Ericsson and shall have sole control over the defense of the Covered Claim, including any proposed settlement thereof (subject to the requirements below with respect to settlement), using counsel of its own choosing and approved by Ericsson, with such approval not to be unreasonably withheld. Ericsson, in its sole discretion, may participate in (but not control) the defense of a Covered Claim using its own counsel at its own expense. Ericsson shall not make any statements or admissions that may prejudice or impact Customer's defense or settlement of the Covered Claim. Customer shall not settle any Covered Claim without first obtaining Ericsson's prior written consent where the settlement of such Covered Claim results in any admission of wrongdoing or liability on the part of Ericsson, fails to grant Ericsson a release of all claims in the suit or proceeding, or imposes any obligation or liability on Ericsson (other than monetary liability for Ericsson that is fully indemnified by Customer). Further, the parties agree that any amounts paid or payable hereunder by Customer with respect to a Covered Claim in connection with a final

court judgment, a fine assessed by a governmental authority, or pursuant to a settlement that is approved by Ericsson, shall constitute direct damages for purposes of the Agreement.

11. U.S. GOVERNMENT MATTERS; EXPORT CONTROL

11.1. **U.S. Government End Use Provisions.** Ericsson provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of “commercial items,” as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government in connection with the Services shall be solely as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights. Any provisions that are inconsistent with applicable federal, state, or local procurement regulations are not enforceable against the government agency purchasing services under this Agreement.

11.2. **Export Laws.** Notwithstanding anything else, Customer may not provide to any person or export, re-export, transfer, or allow the export, re-export, or transfer of the Service or any software or anything related thereto or any direct product thereof without written approval (collectively “**Controlled Subject Matter**”), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States, European Union, or United Kingdom agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States, European Union, or United Kingdom maintains an embargo, sanction or other export control (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders, the European Union restricted party list or the United Kingdom sanctioned party lists (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer’s use of the Service is deemed a representation and warranty by Customer that the End User is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. Customer may not remove the Controlled Subject Matter from, or otherwise use it outside of, the Original Territory, unless authorized in writing by Ericsson. If requested, Customer shall promptly provide Ericsson with documentary evidence verifying compliance with this clause and shall notify Ericsson immediately upon becoming aware that it is not in compliance with this clause.

12. GOVERNING LAW AND VENUE; COMPLIANCE WITH LAW

12.1. **Governing Law.** Unless unenforceable under applicable law, this Agreement will be governed by and interpreted in accordance with the laws of the applicable state or country identified below based on Customer’s primary place of business, without regard to conflicts of laws and principles that would cause the laws of another jurisdiction to apply. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 12.2 (Dispute Resolution), any legal suit, action, or proceeding arising out of or related to this Agreement or the Services will be instituted in the applicable courts identified below, and each party consents to the exclusive personal jurisdiction of these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any court of appropriate jurisdiction regarding any breach of its intellectual property or proprietary rights.

Customer’s Primary Place of Business	Governing Law	Court with Jurisdiction
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United States*, Canada, Mexico, or a country in Central or South America or the Caribbean	State of Texas, U.S.A. and controlling federal law	State and federal courts in Texas, U.S.A.
United Kingdom or a country in the Middle East or Africa	England and Wales	Commercial Court in London, England
A Country in Europe, other than United Kingdom	Sweden	Sweden
Australia or New Zealand	New South Wales, Australia	State courts in New South Wales, Australia
A Country in Asia or the Pacific region, other than Australia or New Zealand	Singapore	Singapore

*If Customer is a public sector agency or government institution in the United States, the laws of the state in which Customer is located will govern this Agreement and any dispute or action arising out of or related to this Agreement or the Services.

12.2. **Dispute Resolution.** Ericsson and Customer will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Notwithstanding the provisions of Section 12.1 above, if Customer's primary place of business is not in the United States and attempts to resolve through consultation and negotiation fail, then such claim or controversy claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, shall be submitted for arbitration to be administered in Dallas, Texas, USA, by the International Chamber of Commerce ("ICC"). Such arbitration proceedings shall be conducted in English before a single arbitrator if the parties agree to the arbitrator, and except as otherwise provided in this Agreement, shall be conducted in accordance with the then current commercial arbitration rules of the ICC for international arbitration. To initiate arbitration, one of the parties will file the appropriate notice at the ICC. The parties will in good faith agree on the arbitrator. If the parties are unable to agree on an arbitrator, the arbitration panel will consist of three (3) arbitrators, one arbitrator appointed by each of Customer and Ericsson and a third neutral arbitrator appointed by the two arbitrators designated by the parties. Any communication between a party and any arbitrator will be directed to the ICC for transmittal to the arbitrator(s). The parties expressly agree that the arbitrators will be empowered to grant, at either party's request, injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrators. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset, and (ii) include interest (which shall accrue at an annual rate of four percent (4%) above LIBOR, from the date of that the award is rendered until it is fully paid. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. The arbitrators shall require the attorney's fees and expenses of the substantially prevailing party to be paid by the other party. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent either party from resorting to judicial proceedings if (i) good faith efforts to resolve the dispute under these procedures has been unsuccessful, (ii) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others, (iii) litigation is required to be filed prior to the running of the applicable statute of limitations, or (iv) in the case of the other party's insolvency or bankruptcy (or similar proceedings). The use of any alternative dispute resolution procedure will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party

12.3. **Compliance with Laws.** Both parties shall comply with all applicable federal, state and local laws and regulations of the United States and the Service location in performing their respective obligations under this Agreement.

13. MISCELLANEOUS

13.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Ericsson's prior written consent. Ericsson may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Ericsson may subcontract any performance associated with the Services to third parties, provided that such subcontract does not relieve Ericsson of any of its obligations under this Agreement.

13.3. **Entire Agreement.** Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Ericsson, except as otherwise provided herein.

13.4. **Order of Precedence.** If there is any conflict between this Agreement and any Service-Specific Terms expressly referenced in this Agreement, the order of precedence is: (a) such Service-Specific Terms; (b) this Agreement (excluding the Service-Specific Terms and any Ericsson policies); then (c) any applicable Ericsson policy expressly referenced in this Agreement. If Customer purchased the Services from a Channel Partner, the terms of this Agreement apply to Customer's use of the Services and prevail over any inconsistent provisions in any agreement with the Channel Partner. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.5. **Force Majeure.** Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to a Force Majeure Event.

13.6. **Independent Contractors.** No agency, partnership, joint venture, or employment is created because of this Agreement and Customer does not have any authority of any kind to bind Ericsson in any respect whatsoever.

13.7. **Third Party Beneficiaries.** Unless expressly stated, this Agreement does not grant any right or cause of action to any third party. For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting, implementation, or other services in relation to the Services, are independent of Ericsson and Ericsson shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer's use of the Services.

13.8. **Attorney Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.9. **Notices.** All notices and consents under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

13.10. **Amendments.** Ericsson reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time. By using the Service after Ericsson posts any changes to this Agreement or otherwise notifies Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel the Services.

13.11. **No Implied Waivers.** If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

13.12. **Language.** The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement are in English and, in the event of a conflict between a translation of any term herein into any other language, the English language version shall govern.

DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this End User Agreement.

“**Confidential Information**” means any information or data, regardless of whether it is in tangible form, disclosed by either party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Ericsson includes the Services, Evaluation Services, Limited Release Services, and the terms and conditions of this Agreement. Confidential Information of each party includes business and marketing plans and strategies, technology and technical information, security reports and attestations, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.

“**Channel Partner**” means a Ericsson-authorized reseller, distributor, or systems integrator authorized by Ericsson to sell Services.

“**Customer**” means the company or other legal entity accepting this Agreement (or represented by the individual accepting this Agreement) or that is using or accessing the Services.

“**Documentation**” means the applicable Service’s documentation, usage materials, and policies specifying the functionality of each Service, as updated from time to time, accessible via <https://customer.cradlepoint.com/s/> or login to the applicable Service.

“**End User**” means an individual: (1) who is authorized by Customer to use a Service, (2) for whom Customer has purchased a subscription or otherwise provisions a Service, and (3) to whom Customer (or, when applicable, Ericsson at Customer’s request) has provided login credentials. End Users may include employees, consultants, contractors and agents of Customer and its Affiliates.

“Entitlement” means the specific quantity, duration, user count, or other measurement of Services purchased by Customer.

“Ericsson” means Ericsson Enterprise Solutions, Inc. or the Ericsson company otherwise specified in an Order Form.

“Evaluation Services” means Ericsson services or functionality that may be made available to Customer to try at its option at no additional charge which are clearly designated as proof of concept, evaluation, beta, pilot, developer preview, non-production, or similar description.

“Fees” means the applicable fees as set forth at the time of purchase by Ericsson or the Channel Partner from which Customer purchased the Services.

“Force Majeure Event” means an event beyond a party’s reasonable control, including acts of God, acts of government or war, flood, fire, earthquake, civil unrest, act of terror, strikes, riots, work stoppage, epidemics, pandemics, material shortages, restricting legislation, embargo, or Internet service provider failure, denial of service attack, or outage of a public communications carrier.

“High-Risk Applications” means any use of the Services that could lead to death, personal injury, or serious physical or environmental damage, including without limitation use in consumer automobiles or uses requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapon systems.

“Limited Release Services” means new services or functionality, identified as beta, pilot, limited release, evaluation, or other similar description that may be offered by Ericsson in its discretion from time to time.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, keystroke loggers, packet sniffers, encryption circumvention programs.

“Managed Service” means a combination of Channel Partner products or services with the Ericsson Services that Channel Partner delivers to Channel Partner’s end customers, which is (1) Channel Partner-branded in a manner that differentiates the Managed Service from the Ericsson Services and (2) supported by Channel Partner exclusively.

“Non-Ericsson Items” means hardware, software, materials, or other services or functionality that interoperates with a Service, that is provided by Customer or a third party.

“Order Form” means an ordering document, renewal, or online order specifying the Services to be provided hereunder that is entered into between Customer and Ericsson or any Channel Partner.

“Original Territory” means original shipping country or region as listed on Customer’s order for the services and approved by Ericsson.

“Service-Specific Terms” means additional Service-related terms applicable to specific Services as set out at www.cradlepoint.com/legal.

“Services” means (1) the products, hardware, Software, and services that are ordered by Customer under an Order Form, (2) services or features ordered online through use of the Services, (3) Evaluation Services, or (4) mobile applications made available by Ericsson. Services may be hosted on servers under control or direction of Ericsson or its third-party providers. Services exclude third party applications, products, or services not provided by Ericsson.

“Service Term” means the period of time starting on the date that the Service is made available for Customer’s use continuing until the expiration or termination of the subscription as set forth in the applicable Order Form.

“Software” means the Ericsson operating software, firmware, including Updates, and applicable Documentation.

“Updates” means all updates, upgrades, bug fixes, error corrections, and other modifications to the Software, including changes, additions, or deletions of or to features or functionality.