

CUSTOMER - TERMS AND CONDITIONS

For Use of IPMeter's™ Appliance/Testing Tool and Cloud Services
Last Revised: March 6, 2025

BY USING IPMETER™ AND ASSOCIATED CLOUD SERVICES, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS AND ANY TERMS INCORPORATED HEREIN BY SPECIFIC REFERENCE (COLLECTIVELY, REFERRED TO AS THE 'TERMS').

We may periodically make changes to these Terms, in our sole discretion. When we do, we will update the "Last Updated" date above. It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use.

1. DEFINITIONS

'Confidential Information' means any information disclosed by one party to another which is defined as confidential and proprietary per the Terms and Conditions.

'Customer' refers to any individual or entity that has entered into this Agreement with IPMeter and is authorized to use the services provided under this Agreement. For the purposes of this Agreement, 'Customer' shall also include, but not be limited to, 'You', 'Your', 'Purchaser', 'Channel Partner', 'Reseller', or 'End-User', as applicable to the specific circumstances of the transaction.

'Device' or 'Devices' means computerized hardware. This may include computers, input/output equipment, industrial control devices, sensors, cameras, access control, or software installed on such Devices.

'Environment' means System or Devices under testing. This includes sub-components to the System on customer premise and all sub-components.

'Estimate' for the purposes of this agreement, refers to any document provided by IPMeter that outlines the proposed cost of services or hardware, including but not limited to quotes, Service Orders, and Change Orders. Estimates are provided for informational purposes and may be subject to change as detailed in this agreement. Acceptance of an Estimate, as outlined in the quote acceptance process, may result in a binding contract for the specified goods or services.

'Hostnames' means the name used to identify each individual Device.

'Intellectual Property Rights' means any and all intellectual property rights including patents, trademarks, design rights, copyrights, copyright registration, database rights, know-how and trade secrets and all rights of an equivalent nature anywhere in the world, works of authorship, discoveries, designs, developments, improvements, inventions created, conceived, or reduced to practice by Customer or any of its affiliates, arising from, related to, or otherwise concerning the Service or Customer's use of or access to the Service and all rights under any license or other agreement or arrangement with respect to the foregoing shall be solely owned and shall be the exclusive property of IPMeter.

'IPs' or 'IP Addresses' refers to the address of a Device.

'IPMeter or IPMeter Parties' means IPMeter and its parents, subsidiaries, shareholders, directors, officers, employees, licensors, suppliers and agents.

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'Network or Networks' means groups of devices, systems or computers that are on the same numerical network, subnet and broadcast domain.

'Non-Recurring' Non-Recurring refers to a charge, fee, or service that is billed or provided on a one-time basis and is not part of an ongoing or periodic subscription. Examples may include, but are not limited to, installation fees, hardware purchases, or one-time setup costs.

'Purchaser' means party that buys, leases or rents the Service or Service Infrastructure.

'Recurring' Recurring refers to a charge, fee, or service that is billed or provided on a regular, ongoing, or periodic basis as part of a subscription. This typically includes, but is not limited to, monthly or annual subscription fees for access to services, software, or support.

'Scans' means best effort activity to discover information about Networks and connected Devices. Scans may include but are not limited to port scanning, port connections and other Network and Device interrogation.

'Service' includes but is not limited to the equipment, service, storage or software offered by IPMeter, including all the tools and functionality accessed via the interface, dashboard, or via an API.

'Service Infrastructure' means all the IPMeter systems that facilitate, provide or describe the 'Service'.

'Support' means the furnishing of technical assistance and remedies, provided on a best effort basis, via any means chosen by IPMeter.

'Terms and Conditions' or 'Terms' mean the terms per this Agreement.

'Trial Basis Services', 'Audit/Commissioning Rental', or 'POC' means Services delivered under "test", "pilot", "beta" or "client evaluation" purposes.

'Web Security Scans' means the crawling of a website to perform testing of forms, application responses, or to confirm the existence of certain files.

2. INELIGIBLE PARTIES

To the extent permissible by law, You are ineligible to subscribe to the Terms and Conditions if (a) You or Your employees have been convicted for any computer or Internet related crimes; or (b) if You are more than sixty (60) days overdue on any monies or amounts owed to IPMeter; or (c) if You are a competitor of IPMeter; or (d) if You are located in a region that is prohibited from using the Service by law; or (e) if You have already previously been refused the Service by IPMeter in the past. Provided that in any case, IPMeter reserves the right to refuse access to any potential Purchaser to the Service should IPMeter, in its absolute discretion, deem such refusal necessary.

3. YOUR IDENTITY AND AUTHORITY

You agree to provide current, accurate information in all electronic or hardcopy registration forms submitted in connection with the Service. You agree not to impersonate or in any way misrepresent Your affiliation or authority to act on behalf of any person, company or other entity. By subscribing to the Service or accepting these Terms, all Your personnel and contractors using the Service or accepting these Terms, certify that they are authorized to act on Your behalf and are authorized by You as a representative of an individual, business or other legal entity having contractual usage rights granted by an ISP or Web Host, owning or licensed to use any and all IPs and the associated Devices to which You direct the Service to be performed. You agree that You are responsible for the management, accessibility to and rights and privileges to the networks and information that comes from the networks and reports, which could contain information deemed to be confidential.

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4. PROHIBITED OR RESTRICTED USES

A. Scanning of Third-Party Devices - You must never use or direct the Service to interact with IPs or Devices for which You are not expressly authorized to do so. You must not use the Service in such a way as to create unreasonable load on Networks or Devices to which You have directed the Service to interact. You may not use any Service Infrastructure, directly or indirectly to initiate, propagate, participate, direct or attempt any attack, hack, or send bandwidth saturation, malicious or potentially damaging to any Environment.

B. Unlawful Activities - You must not use the Service to perform any unlawful activity including but not limited to computer crime, transmission or storage of illegal content, electronic ransom, service interruption, redirection or content or software in violation of intellectual property and copyright laws.

C. Unauthorized Access - (i) You must not access information on the Service Infrastructure for which You are not authorized, or which is not made available intentionally, publicly and in accordance with IPMeter's Privacy Policy. If You gain access to any information for which You are not authorized, by any means or method, or for any reason, You must report such access to IPMeter immediately and destroy all electronic or hard copies of such information. You must report incidents by email with a return receipt or acknowledgment requested to legal@ipmeter.net. (ii) Furthermore, You agree not to provide access to the Service by: a) allowing others to use Your account; b) creating an account for someone who is not authorized to perform the role or view the information for which You have granted access; c) creating an account for an ineligible party as defined in clause 2 above; or d) failing to revoke access for those persons who are no longer authorized to access the Service for any reason. You will immediately notify IPMeter of any unauthorized access from Your account or the accounts of others for which You have administrative authority, including the use of accounts, passwords, or any other breach of security. You will not solicit another party's password for any reason. You will not access someone else's account, nor disrupt, interfere, or limit the functioning of the Services or other's enjoyment of the Service. Any breach of the above covenants will result in immediate termination of the Service and, if appropriate, referral to law enforcement authorities.

D. No Export: Products and services from IPMeter require prior written approval for sale, use or operations outside the United States or its territories.

5. SUPPORT

Support shall be available to the original Purchaser. Support will be available during standard business hours (US-PT/UTC -8) for customers in good standing based on agreed support terms. Support will be via help desk format. Support outside of this standard can be contracted via support contract.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

These Terms do not convey to the Purchaser an interest in or to the Service, but only a limited right of use revocable in accordance with the Terms of this Agreement. No license or other right in or to the Service is being granted to the Purchaser. The Purchaser hereby agrees to abide by all applicable laws and international treaties, and undertakes to inform IPMeter of any suspected breach of Intellectual Property Rights belonging to IPMeter Parties.

7. CONFIDENTIALITY

You acknowledge that the Service and certain other materials are confidential as provided herein. IPMeter Parties' confidential information includes any and all information related to the Service and/or business of IPMeter Parties that is treated as confidential or secret by IPMeter Parties (that is, it is the subject of efforts by IPMeter Parties, as applicable, that are reasonable under the circumstances to maintain its secrecy), including, without limitation: a. The Service; b. Any and all other information which is disclosed by IPMeter to You orally, electronically, visually, or in a document or other tangible form which is either identified as or should be reasonably understood to be confidential and/or proprietary; and, c. Any notes, extracts, analysis, or materials prepared by You which are copies of or derivative works of IPMeter Parties' confidential information from which the substance of said information can be inferred or otherwise understood (the "Confidential Information"). During the course of delivery of Support it will be necessary for confidential information to be exchanged between You and IPMeter. The Recipient may use such confidential information only for the purposes for which it was provided, and may disclose it only to employees, or

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contractors or partners, obligated to the Recipient under similar confidentiality restrictions and only for the purposes it was provided. Confidential information shall not include information which the Recipient can clearly establish by written evidence: a. Is already lawfully known to or independently developed by the Recipient without access to the confidential information; b. Is disclosed in non-confidential published materials; c. Is generally known to the public; or d. Is rightfully obtained from any third party without any obligation of confidentiality. The Recipient agrees not to disclose confidential information to any third party and will protect and treat all confidential information with the highest degree of care. Except as otherwise expressly provided in these Terms and Conditions, the Recipient will not use or make any copies of confidential information, in whole or in part, without the prior written authorization of the other party. The Recipient may disclose confidential information if required by statute, regulation, or order of a court of competent jurisdiction, provided that the Recipient provides the other party with prior notice, discloses only the minimum confidential information required to be disclosed, and cooperates with the other party in taking appropriate protective measures. These obligations shall continue to survive indefinitely following the termination of these Terms with respect to confidential information. IPMeter Parties will not be obliged to respect Your confidential information in the case of termination due to Your breach of the Terms and Conditions, insofar as such information is required for IPMeter Parties to safeguard their own rights and interests.

8. SCANS

You hereby acknowledge that the Service Infrastructure will perform Scans on any Devices, IPs, Hostnames and URLs specified by You.

9. SUSPENSION OR CANCELLATION OF ACCOUNTS OR SCANS

IPMeter reserves the right to suspend or cancel the Service being given to You, at any stage, should it in its sole discretion, deem such suspension necessary including but not limited to: violation of the Terms and Conditions, non-payment, suspicious or illegal acts or use of Services for malicious intent, if Customer becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, pursuant to the receipt of a subpoena, court order or other request by a law enforcement agency.

10. STORAGE OF SCAN DATA

IPMeter is only bound to retain all stored data originating from Scans for a limited period of (30) thirty days should suspension of account occur.

11. TRIAL BASIS SERVICES

In certain circumstances and at the sole discretion of IPMeter, Services may be delivered under “test”, “pilot”, “beta” or “client evaluation” purposes, hereinafter referred to as “Trial Basis Services”. Parties agree that “Trial Basis Services” are provided at Your own risk, without warranty of any kind, “AS IS”, without any guarantees on the storage period of the data and or reports of the “Trial Basis Services” and subject to confidentiality as outlined in these Terms and Conditions. You agree to waive any claims for royalties or any other forms of remuneration, with IPMeter on any use made by IPMeter of the feedback provided, in whatever form.

12. THIRD-PARTY PROGRAMS

Customer may receive access to third-party programs which may be bundled with the Service. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Customer’s use of the third-party programs. Nothing in this Agreement limits Customer or its users’ rights under, or grants Customer or its users rights that supersede, the terms of any such third-party program.

13. ANTI-CORRUPTION - FOREIGN CORRUPT PRACTICES ACT

You represent and warrant that neither You, nor anyone acting on Your behalf, has violated or will violate any applicable anti-corruption law, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA). You further represent and warrant that neither You, nor anyone acting on Your behalf, has offered, paid, promised, given, solicited, or authorized, and will not offer, pay, promise, give, solicit, or authorize, directly or indirectly through any person or entity, the payment of any money, gift, or anything of value to any Government Official (defined below), or

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any other person, while knowing or having reason to know that all or a portion of such money, gift, or thing of value will be offered, paid, or given, directly or indirectly, to any Government Official for the purposes of:

- Improperly influencing any act or decision of a Government Official in their official capacity;
- Inducing a Government Official to perform or omit to perform any act in violation of their lawful duties;
- Securing any improper advantage; or
- Inducing a Government Official to use their influence to affect or influence any act or decision of a government, governmental department, agency, instrumentality, or public entity in order to assist IPMeter or any of its affiliates in obtaining or retaining business.

For the purposes of this provision, a "Government Official" includes any officer, employee, or person acting in an official capacity for:

- Any government, department, agency, or instrumentality;
- Any state-owned or state-controlled company;
- Any public international organization;
- Any political party, party official, or candidate for political office; and
- Any intermediary or agent acting on behalf of any of the above.

In addition, You represent and warrant that You maintain adequate internal controls, policies, and procedures to ensure compliance with anti-corruption laws, including the FCPA, and that You will immediately notify IPMeter in writing if You become aware of, or have reason to suspect, any violation of this provision. You agree that if You become aware of any offer, payment, promise, transfer, or solicitation of anything of value in connection with any activity under this contract that may violate anti-corruption laws, You will promptly disclose such knowledge in writing to IPMeter.

14. INDEMNITY

You agree to indemnify, defend, and hold IPMeter Parties harmless from any claim, loss, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of Your breach of any provision of these Terms, Your negligent or wrongful acts, and/or Your violation of any applicable laws.

15. LIMITATION OF LIABILITY

IPMeter will have no liability to You for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage or to corruption of data or any indirect or consequential loss or damage howsoever caused, whether under theory of contract, tort (including negligence) strict liability, or otherwise related to these Terms and Conditions. Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referred to above and all direct or general damages), the entire liability of IPMeter Parties under any provision of these Terms and Conditions and Your exclusive remedy for all of the foregoing, shall be limited to the greater of the amount actually paid by You for the Service, during that calendar year, or U.S.\$500.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

16. FEES, PAYMENTS, RENEWAL, TERM AND TERMINATION

Fees and other charges will be due and payable as set forth in the accepted estimator. All orders placed will be considered final upon acceptance by IPMeter. Any cost increases resulting from tariffs, embargoes, government regulations, supply chain disruptions, or other unforeseen circumstances may be passed on to the customer.

A. Non-Recurring Invoices and Payments

- Charges for activities outside the standard subscription are applied on a one-time basis.
- These charges are billed separately from the regular subscription fees.
- Payment for these charges is due immediately upon receipt of invoice date.

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- Service initiation or modifications related to these charges will not begin until full payment is received.
- Discrepancies related to these charges must be reported in writing within 5 days of the invoice date.
- These charges are non-refundable. Refunds may be considered by IPMeter if the related service or hardware cannot be provided.

B. Recurring Invoices and Payment

- **Subscription Term & Payment:** The Initial Term begins on the Effective Date or upon receipt of payment, whichever is later. For subscriptions longer than one year, IPMeter will invoice 60 days in advance of each annual renewal date. The Customer must prepay the next year's subscription fee at least 30 days before the start of the next annual period.
- **Early Termination & Adjusted Pricing:** If the Customer cancels before the completion of the full contract term:
 - The subscription will remain active until the end of the current annual billing period.
 - The Customer will be required to pay the difference between the discounted multi-year rate and the applicable shorter-term rate, retroactively applied to all months of service received.
- **Final Settlement & Service Termination:** The balance due for early termination must be paid immediately upon cancellation. If payment is not received, IPMeter reserves the right to suspend or terminate access to the service immediately.
- **No Refunds:** Prepaid amounts for the Initial Term are non-refundable, except as expressly stated in this Agreement.

If Customer fails to pay within 30 days, IPMeter shall be entitled to all remedies at its sole discretion, including but not limited to: (i) suspension of the Service until Customer fulfills its pending obligations; (ii) charge Customer an interest rate of fifteen (15%) percent per month, compounded, on all late payment amounts or the highest amount allowed by law; (iii) terminate this Agreement.

If Customer exceeds the capacity designated in the accepted estimate, Customer will be charged the additional fees, which will be reflected in Customer's invoice or the corresponding amount will be subtracted from the contract duration. All payments made under this Agreement shall be in United States dollars.

Term. Unless otherwise set forth in a Service Order, the initial term of each Service Order shall be twelve (12) months from the effective date thereof.

Renewal. Each contract will automatically renew for the same length term selected above under the new or agreed upon rates unless either party gives notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

Termination. Customer, at their election, may cancel this agreement prior to completion of the term with 30 days written notice. Without prejudice to any other rights, IPMeter may revoke all or portions of the Service if You do not abide by these Terms and Conditions

17. TAXES

Customer is responsible for all taxes arising out of transactions by this Agreement. "Taxes" means any sales, use, and other taxes (other than taxes on IPMeter' income), export and import fees, customs duties and similar charges imposed by any government or other authority.

18. ENTIRE AGREEMENT

These Terms and Conditions are the entire agreement between You and IPMeter relating to the Service and Support (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by these Terms. In addition, these Terms set out shall prevail and control over any and all additional or conflicting terms or provisions contained in any document of Yours, whether set out in a purchase order or alternative agreement, and any and all such additional or conflicting terms shall be void and shall have no effect. If these Terms and Conditions are translated into a language other than English and there are conflicts between the translations, the English version shall prevail and control. These Terms and Conditions: (i) May not be assigned by You. Any purported assignment will be null and void; (ii) May not be amended by You, but IPMeter may amend the Terms and Conditions from time to time and shall incorporate

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any amended Terms in the latest current version of the Terms and Conditions available at <https://www.ipmeter.net/terms> and may be provided upon request; (iii) Constitutes the entire understanding between the parties with respect to the subject matter of these Terms and supersedes all written and oral prior agreements, negotiations and discussions between the parties relating to it; and; (iv) Is for the sole benefit of IPMeter and You and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

19. SEVERABILITY

If any part of any provision of these Terms is found to be illegal, invalid or unenforceable, that provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and all other terms shall remain in force. Paragraph headings are for convenience and shall have no effect or interpretation.

20. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law provisions thereto. You submit to the jurisdiction of Santa Barbara, California, in any action or proceeding arising out of or relating to these Terms and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. There shall be no class action, arbitration or litigation pursuant to these Terms and Conditions. IPMeter may seek injunctive relief in any venue of its choosing. You hereby submit to personal jurisdiction in such courts.

21. EQUITABLE RELIEF

It is agreed that because of the proprietary nature of the Service, IPMeter Parties' remedies at law for a breach by You of its obligations under these Terms will be inadequate and that IPMeter Parties shall, in the event of such breach, be entitled to, in addition to any other remedy available to it, equitable relief, including injunctive relief, without the posting of any bond and in addition to all other remedies provided under these Terms or available by law.

22. NO WAIVER OR DELAY

The delay or failure of IPMeter to exercise any right provided in this agreement shall not be deemed a waiver of such right. Any express waiver, delay or failure by IPMeter to exercise promptly any right under this agreement due to it will not create a continuing waiver or any expectation of non-enforcement.

23. FORCE MAJEURE

A party is not liable under these Terms and Conditions for non-performance caused by events or conditions beyond that party's control if that party makes reasonable efforts to perform. This provision does not relieve You of Your obligation to make all payments due.

24. ELECTRONIC ACCEPTANCE

By electronically clicking accept on the Estimate, Customer agrees to all Terms and Conditions and Privacy Policy. An electronic Agreement and payment shall for all legal purposes be considered a "writing;" any name or symbol of Customer affixed to or contained in the electronic agreement shall be deemed to be the Customer's valid signature expressing its intent to be bound; any electronic Agreement shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Agreement printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Customer is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Agreements are authorized and correct. IPMeter is not responsible for any incorrect information contained in an electronic Agreement, including, without limitation, any failure to receive an electronic Agreement.