

ACCURIS MOBILE APPLICATION ADDENDUM

This Accuris Mobile Application Addendum (this “**Mobile Addendum**”) supplements and forms part of the [Accuris Online Terms and Conditions for the Provision of Products and Services](#) (the “**Online T&Cs**”), or where Customer has signed a separate master services agreement governing Accuris’ provision of Accuris Products and Services to Customer, that separate master agreement (the “**General T&Cs**”), together with the applicable Exhibit(s) and Order Form(s) (collectively, the “**Agreement**”), between Accuris and Customer. This Addendum applies solely to Customer’s access to and use of Accuris Products distributed as a mobile application (“**Mobile App**”) via either (i) the Apple App Store, in which case Part II of this Mobile Addendum applies; or (ii) the Google Play Store, in which case Part III of this Mobile Addendum applies. Capitalized terms not defined herein have the meanings set forth in the Agreement. Customer agrees that its use of the Mobile App is governed by the Agreement.

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control solely with respect to Customer’s use of the Mobile App.

1. DEFINITIONS

1.1 “Apple” means Apple Inc. and its subsidiaries.

1.2 “End-User” means each Authorized User who accesses the Mobile App on a compatible device.

1.3 “Google” means Google LLC and its affiliates.

1.4 “Platform Provider” means, as applicable: (a) Apple, with respect to the Mobile App distributed via the Apple App Store; and (b) Google, with respect to the Mobile App distributed via the Google Play Store.

1.5 “Platform Store” means the Apple App Store and/or the Google Play Store, as applicable.

1.6 “Platform Terms” means, as applicable: (a) the Apple Media Services Terms and Conditions and the Apple Developer Program License Agreement (including its minimum EULA requirements); and (b) the Google Play Developer Distribution Agreement and Google Play Developer Program Policies.

2. SCOPE, APPLICABILITY, AND ACKNOWLEDGEMENT

2.1 This Addendum governs Customer’s and its End-Users’ access to and use of the Mobile App. The Mobile App provides mobile access to certain Products licensed under Customer’s existing Order Form(s). Use of the Mobile App requires an active subscription to the applicable Accuris Product under a valid Order Form.

2.2 Acknowledgement. Customer and each End-User acknowledge that the Agreement is between Customer and Accuris only, and not with any Platform Provider. Accuris, not any Platform Provider, is solely responsible for the Mobile App and the content thereof. This Addendum does not provide for usage rules for the Mobile App that are in conflict with the applicable Platform Terms.

2.3 The Mobile App is available for download from the applicable Platform Store at no additional charge. The Mobile App does not use Apple’s In-App Purchase system or Google Play’s billing system. All Fees for the Products accessed through the Mobile App are governed by the applicable Order Form and invoiced directly by Accuris.

2.4 Customer’s access to the Mobile App is contingent upon Customer maintaining an active license to applicable Products under an Order Form. Upon expiration or termination of all applicable Order Forms, Customer’s and its End-Users’ right to use the Mobile App shall automatically terminate.

3. LICENSE GRANT AND RESTRICTIONS

3.1 License Grant. Subject to the terms and conditions of the Agreement, Accuris grants to Customer and its End-Users a limited, nonexclusive, nontransferable, nonsublicensable, and revocable license to download, install, and use the Mobile App on compatible devices owned or controlled by the End-User and as permitted by the applicable Platform Terms, solely to access Mobile App licensed under Customer’s Order Form(s), for Customer’s Internal Use only. For the avoidance of doubt, the Mobile App does not support Family Sharing. Where the Mobile App is distributed via the Apple App Store through volume purchasing, access shall be limited to Customer’s Authorized Users as specified in the applicable Order Form.

3.2 Subscription-Based Access. For the avoidance of doubt, the license granted under Section 3.1 of this Addendum is coterminous with Customer's license to Products as set forth in an Order Form. The Mobile App does not grant Customer or any End-User a perpetual, standalone license to any Products. Notwithstanding any default license terms that may be provided under the applicable Platform Terms, Customer's and its End-Users' rights to access and use Products through the Mobile App are governed solely by the Agreement.

3.3 Restrictions. In addition to the restrictions set forth in the Agreement, Customer and its End-Users shall not: (a) use the Mobile App to access Products for which Customer does not hold an active license under an Order Form; (b) attempt to circumvent any authentication, access control, or digital rights management mechanisms within the Mobile App; (c) distribute, sublicense, rent, lease, lend, sell, redistribute, or otherwise make the Mobile App available to any third party other than Customer's Authorized Users; (d) use any artificial intelligence, machine learning, or automated data extraction tools in connection with use of the Mobile App, except for Accuris-provided features expressly made available within the Mobile App; or (e) reverse engineer, disassemble, or decompile the Mobile App, except to the extent expressly permitted by applicable law.

4. MAINTENANCE AND SUPPORT

4.1 Accuris is solely responsible for providing any maintenance and support services with respect to the Mobile App, to the extent set forth in an Order Form. Customer and End-User acknowledge that no Platform Provider has any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App.

4.2 All support requests relating to the Mobile App shall be directed to Accuris in accordance with the contact information set forth in Section 11 of this Addendum. Maintenance and support for the underlying Products shall be governed by the applicable Agreement.

4.3 Updates. Accuris may update the Mobile App from time to time. Customer and its End-Users are responsible for installing updates to ensure continued functionality and security. Accuris may require installation of updates as a condition of continued access to Products through the Mobile App.

5. WARRANTY

5.1 Accuris is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed under applicable law. Except as set forth in this Addendum, the warranty provisions set forth in the Agreement shall apply to the Products accessed through the Mobile App.

5.2 Apple Refund Right. Where the Mobile App is distributed via the Apple App Store, in the event of any failure of the Mobile App to conform to any applicable warranty, the End-User may notify Apple, and Apple will refund the purchase price for the Mobile App to that End-User (if any purchase price was paid). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Accuris' sole responsibility.

5.3 Disclaimer. THE MOBILE APP IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACCURIS, ITS THIRD-PARTY PROVIDERS, AND EACH PLATFORM PROVIDER DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MOBILE APP, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE MOBILE APP MAY NOT INCLUDE ALL FEATURES OR FUNCTIONALITY OF THE UNDERLYING PRODUCT, AND CERTAIN FEATURES OF THE MOBILE APP MAY DIFFER FROM OR NOT BE COMPATIBLE WITH THE UNDERLYING PRODUCT; AND (II) SOME PRODUCTS MAY NOT BE AVAILABLE WITHIN THE MOBILE APP, OR MAY HAVE LIMITED FUNCTIONALITY. WITHOUT LIMITING THE FOREGOING, THE MOBILE APP MAY CONTAIN ERRORS, BUGS, OR OTHER DEFENSE, AND DATA DISPLAYED OR PROCESSED THROUGH THE MOBILE APP MAY NOT ACCURATELY REFLECT THE DATA WITHIN THE UNDERLYING PRODUCT.

5.4 Mobile-Specific Risks. Customer acknowledges that use of the Mobile App may be affected by factors outside Accuris' control, including device capabilities, operating system versions, network connectivity, and third-party software. Accuris shall not be liable for any loss or damage arising from such factors.

6. PRODUCT CLAIMS AND LIMITATION OF LIABILITY

6.1 Product Claims. Customer and each End-User acknowledge that Accuris, not any Platform Provider, is responsible for addressing any claims of the End-User or any third party relating to the Mobile App or the End-User's possession and/or use of the Mobile App, including but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.

6.2 No Limitation Beyond Applicable Law. This Addendum does not limit Accuris' liability to the End-User beyond what is permitted by applicable law.

6.3 Limitation of Liability. The limitations of liability set forth in the Agreement apply to Customer's use of the Mobile App, subject to applicable law. For the avoidance of doubt, no Platform Provider shall have any liability to Customer or any End-User under this Agreement or in connection with the Mobile App under any circumstances.

7. INTELLECTUAL PROPERTY

7.1 IP Infringement Claims. Customer and each End-User acknowledge that, in the event of any third-party claim that the Mobile App or the End-User's possession and use of the Mobile App infringes that third party's intellectual property rights, Accuris, not any Platform Provider, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, subject to and in accordance with the indemnification terms set forth in the Agreement.

7.2 Third-Party Content. The Mobile App may provide access to content owned by Third-Party Providers, including standards development organizations. Customer's and its End-Users' use of such content is subject to the restrictions set forth in the applicable Order Form, Exhibit, and any separate agreements between Customer and such Third-Party Providers. Customer acknowledges that Third-Party Provider content may be subject to additional restrictions beyond those set forth in this Agreement.

8. LEGAL AND EXPORT COMPLIANCE

8.1 End-User Representations. Each End-User represents and warrants that: (a) the End-User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) the End-User is not listed on any U.S. Government list of prohibited or restricted parties.

8.2 The Mobile App may not be used or otherwise exported or re-exported except as authorized by United States law and the laws of the jurisdiction in which the Mobile App was obtained. In particular, but without limitation, the Mobile App 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 Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List.

8.3 Geographic Restrictions (Geo-Blocking) Customer and its End-Users understand and acknowledge that access to the Mobile App is restricted in certain countries and territories. These restrictions apply regardless of citizenship, residency, or employment status of the End-User. The Mobile App is not available for download, activation, or use in the following jurisdictions, which are subject to comprehensive U.S. sanctions programs administered by the Office of Foreign Assets Control (OFAC): Cuba; Iran; North Korea; Russia; Syria; The Crimea, Donetsk, and Luhansk regions of Ukraine; and any other country or territory subject to comprehensive U.S. embargo at the time of download, activation, or use. Accuris reserves the right to update this list at any time without prior notice, to reflect changes in applicable law or regulatory guidance. End Users located in, traveling through, or accessing the application via a network associated with a restricted jurisdiction may be blocked from access automatically. Attempts to circumvent geo-blocking measures — including through the use of VPNs, proxy services, or other technical means — are prohibited and may constitute a violation of applicable export control and sanctions laws.

8.4 ITAR Restrictions The Mobile App is not authorized for use in connection with any technical data, defense articles or defense services controlled under the International Traffic Arms Regulations (ITAR), 22 C.F.R. Parts 120-130. End Users may not use the Mobile App to access, transmit, store, process, or discuss any information or materials subject to ITAR controls. This prohibition applies to all users, including U.S. persons, and is not limited by geographic location. If Customer's or an End User's work involves ITAR-controlled technical data or defense articles, you must not use the Mobile App for any purpose related to that work. Use of the Mobile App in connection with ITAR-controlled materials — whether intentionally or inadvertently — may result in civil or criminal liability under U.S. law. Questions regarding

whether Customer's or End User's activities involve ITAR-controlled information should be directed to Customer's legal or compliance team prior to use, download, or activation of the Mobile App.

8.5 User Acknowledgement By downloading, installing, or using the Mobile App, Customer and its End Users represent and warrant that: (a) it are not located in, a resident of, or a national of any country subject to a comprehensive U.S. embargo; (b) it are not using the Mobile App on behalf of, or for the benefit of, any person or entity in a sanctioned jurisdiction; (c) it will not use the Mobile App in connection with any ITAR-controlled technical data, defense articles, or defense services; and (d) it is not otherwise prohibited by applicable law from accessing or using the Mobile App. Accuris reserves the right to suspend or terminate access to the Mobile App at any time where there is reason to believe any of the above representations are, or have become, inaccurate.

9. DATA PRIVACY AND ACCOUNT MANAGEMENT

9.1 Privacy Policy & Data Processing. Customer's and its End-Users' use of the Mobile App is subject to the Accuris Privacy Policy, available at <https://accuristech.com/privacy-policy/>, as updated from time to time. The Accuris Privacy Policy describes the types of data collected through the Mobile App, how such data is used, and Customer's rights with respect to such data. Customer acknowledges and agrees that Accuris may use (i) its End-Users location data to provide the service and to collect statistical and performance information related to the provision and operation of the Mobile App; and (ii) its End-Users unique device ID to provide the Service. In providing its Products or Services (including Beta Products), Accuris may: (a) use, collect, store, disclose and otherwise process personal data; or (b) transfer personal data to a different jurisdiction and/or to Accuris Affiliates, vendors or other third parties; to: (i) monitor the use of Product or Service; (ii) help resolve support requests; (iii) detect and address threats to the functionality, security, integrity and availability of the Product or Service; (iv) detect and address illegal acts or violations of the Agreement; and (v) for license management purposes. Customer represents that, prior to providing Accuris with any personal data, Customer has obtained all necessary rights and consents and provided notices where required under applicable law for Accuris' processing or, if applicable, transfer of the personal data as contemplated under the Agreement. If applicable, the Accuris [DPA](#) constitutes part of the Agreement.

9.2 Data Safety and App Privacy Disclosures. Accuris provides data collection and handling disclosures through each Platform Store's applicable disclosure mechanism (including Google Play's Data Safety section and Apple's App Privacy disclosures). End-Users should review these disclosures prior to installing the Mobile App. In the event of any conflict between the Platform Store disclosures and the Accuris Privacy Policy, the Accuris Privacy Policy shall control.

9.3 Account Deletion. Customer and its End-Users may initiate deletion of their Mobile App account and associated data: (a) using the account management functionality within the Mobile App; or (b) by submitting a request through the Accuris web-based account deletion resource, in each case subject to the term and conditions of [t](#). Account deletion requests will be processed in accordance with the Accuris Privacy Policy and the Accuris Data Processing Agreement. Accuris may retain certain data as required by applicable law, regulation, or contractual obligation (including obligations under agreements with Third-Party Providers), and will inform the requesting party of any applicable retention periods.

10. THIRD-PARTY TERMS OF AGREEMENT

10.1 End-Users must comply with all applicable third-party terms of agreement when using the Mobile App. Without limitation, End-Users must comply with: (a) the terms of their wireless data service agreement when accessing the Mobile App via cellular data; (b) the applicable Platform Terms; and (c) any Third-Party Provider terms notified by Accuris in connection with specific Products accessed through the Mobile App.

11. DEVELOPER CONTACT INFORMATION

11.1 The Mobile App is developed and provided by:

Allium US Holding LLC (Accuris)
7979 Tufts Ave. Denver, CO 80237
support@accuristech.com

11.2 All End-User questions, complaints, or claims with respect to the Mobile App should be directed to the contact information set forth in Section 11.1.

12. PLATFORM PROVIDERS AS THIRD-PARTY BENEFICIARIES

12.1 Apple. Customer and each End-User acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement (as it relates to the Mobile App distributed via the Apple App Store), and that, upon Customer's or an End-User's acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer or the End-User as a third-party beneficiary thereof.

12.2 Google. Customer and each End-User acknowledge and agree that Google is a third-party beneficiary of this Agreement (as it relates to the Mobile App distributed via the Google Play Store), and that, upon Customer's or an End-User's acceptance of the terms and conditions of this Agreement, Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer or the End-User as a third-party beneficiary thereof.

12.3 Conflict with Online T&Cs. Sections 12.1 and 12.2 of this Addendum supplement and, solely with respect to the Mobile App, supersede any applicable section in the Agreement to the extent necessary to give effect to the third-party beneficiary rights described herein. The applicable terms regarding third-party beneficiary rights set forth in the Agreement shall continue to apply in all other respects.

13. TERMINATION

13.1 Without limiting the termination provisions of the Agreement, Accuris may suspend or terminate Customer's and its End-Users' access to the Mobile App at any time if: (a) Customer's license to applicable Products as set forth in an Order Form expires or is terminated; (b) Customer or any End-User breaches any term of this Addendum; (c) a Platform Provider removes the Mobile App from its Platform Store for any reason; or (d) Accuris discontinues the Mobile App.

13.2 Upon termination of Customer's right to use the Mobile App, Customer shall cause all End-Users to uninstall the Mobile App from all devices and cease all use thereof. Termination of the Mobile App license does not, by itself, terminate Customer's underlying license to applicable Products as set forth in an Order Form, which shall continue to be governed by the applicable Order Form(s).

13.3 End-Users' rights under the Agreement will terminate automatically if they fail to comply with any of its terms.

14. GENERAL

14.1 Order of Precedence. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum shall prevail solely with respect to Customer's and its End-Users' use of the Mobile App. In all other respects, the Agreement remains in full force and effect.

14.2 Platform Store Listing Disclosure. Customer acknowledges that the Mobile App requires an active Accuris Product license and that the Mobile App is not functional as a standalone product. This requirement is disclosed in the Mobile App's Platform Store listing(s).

14.3 External Services. The Mobile App may enable access to Accuris' and/or Third-Party Providers' services and content (collectively, "External Services"). End-Users agree to use the External Services at their sole risk. Accuris is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services.

14.4 Platform-Specific Provisions. Where a provision of this Addendum applies only to a specific Platform Store (e.g., Apple's refund right under Section 5.2), such provision shall apply only in the context of distribution through that Platform Store and shall have no effect on the Mobile App as distributed through any other Platform Store.

14.5 Governing Law. This Addendum shall be governed by and construed in accordance with the governing law provisions of the Agreement.

14.6 Entire Agreement. This Addendum, together with the Agreement, and the Order Form(s), constitutes the entire agreement between the Parties with respect to Customer's and its End-Users' use of the Mobile App and supersedes all prior or contemporaneous understandings regarding the same.

