



## IGEL END USER LICENSE AGREEMENT (EULA) FOR NORTH AND SOUTH AMERICA

PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE USING IGEL SOFTWARE. BY EXECUTING A WRITTEN ORDER, THE IGEL SOFTWARE, YOU (A) ACCEPT THIS EULA AND AGREE THAT END USER IS BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF END USER AND BIND END USER TO ITS TERMS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS EULA, IGEL DOES NOT LICENSE THE IGEL SOFTWARE TO END USER, AND END USER SHALL NOT ACCESS, INSTALL OR USE THE IGEL SOFTWARE, AND END USER SHALL PROMPTLY RETURN THE UNUSED IGEL SOFTWARE TO THE RESELLER FROM WHOM IT WAS OBTAINED.

- General.** This End User License Agreement ("**EULA**") is between IGEL Technology Corp., located at 594 Howard Street, Suite 200, San Francisco, California 94105 ("**IGEL**") and the customer (ordering activity entity) that has procured the licensed IGEL Software (as defined below) for use as an end user ("**End User**"). This EULA applies solely to licenses to IGEL Software granted by IGEL Technology Corp. as licensor. Purchases of licenses from licensors other than IGEL Technology Corp. are subject to a separate end user license agreement (available on [www.igel.com](http://www.igel.com)). End User acknowledges and agrees that, as between End User and IGEL, IGEL and its licensors (including IGEL Technology GmbH) are the sole owners of all right, title and interest in and to the IGEL Software, and all Intellectual Property Rights (as defined below) inherent or in connection with the IGEL Software are and shall remain the sole property of IGEL. All rights not expressly granted to End User are retained by IGEL and its licensors. "**IGEL Software**" means the secure endpoint platform consisting of "**IGEL OS**", "**IGEL UMS**", IGEL Cloud Gateway ("**ICG**"), and the IGEL cloud services which includes the IGEL Onboarding Service, IGEL App Portal, IGEL Insight Service and IGEL Licensing Portal ("**ILP**") (the cloud services collectively "**IGEL Cloud Services**") licensed to End User under this EULA, together with any updates thereto and Documentation. The full use of the IGEL Software requires the purchase of a Subscription Key as further described in Section 2 below. "**Documentation**" means, collectively, the official, published IGEL Software operation instructions, release notes and user manuals for the IGEL Software, in electronic or written form, that IGEL has provided or otherwise made available to End User. "**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with

utility models and designs, works of authorship, including copyrights, moral rights, and mask workrights;(b) registeredandunregisteredtrademark and tradename rightsandsimilar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-technical know-how; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence.

2. **Obtaining and Using IGEL Software.** End User obtains IGEL Software, whether as a preinstalled release or as executable installation files, in different ways, for example via a software download or preinstalled on a “**Device**” (e.g., endpoints or virtual machines). All non-licensed releases (i.e., without any unlocked features) and executable installation files have greatly reduced usability. The fully-intended use of the IGEL Software requires a “**Subscription Key**”, a technically generated and unique letter/number- combination, to obtain a productive functionality of the IGEL Software by unlocking the features of the IGEL Software through input of the applicable license inside the IGEL Software. With the purchase of the IGEL Software and if applicable Maintenance and Support (as defined in Section 14) through a reseller, the End User receives one or more Subscription Keys. In the ILP, the End User can use the Subscription Keys to carry out the technical provisioning of the licenses and services on the Devices. The purchase is executed through a reseller under a purchase order or other order document between End User and the reseller where a corresponding order from an IGEL authorized distributor who is distributing to the reseller has been accepted by IGEL (such purchase order, an “**Order Form**”). End User agrees to pay the amounts set forth in the relevant purchase order or other order form between End User and the applicable reseller. Fees for Subscription Keysfor licenses for IGEL Software and for Maintenance and Support shall be invoiced as agreed between End User and the reseller. Notwithstanding the foregoing, End User understands and agreesthat feesfor Subscription Keysfor licenses to IGEL Software and if applicable fees for Maintenance and Support shall be paid in advance of the relevant term covered. End User acknowledgesthat the reseller and IGEL are independent of each other and that the reseller does not have any authority to bind IGEL in any way, make any modifications to this EULA or to make any warranties or representations on IGEL’sbehalf and that IGELhas no liability whatsoeverfor any acts or omissions of any reseller.

3. **License Grant.** Subject to and conditioned upon End User’s compliance with the restrictions and other terms and conditionsof this EULA andfullpayment of the applicable Subscription Key fees, IGEL hereby grants to End User a limited, non-exclusive, non-transferable and non-sublicensable license to use the IGEL Software for which End User has purchased a Subscription Key for End User’s internal business purposes and solely in accordance with the

Documentation. Use of the IGEL Software shall be strictly limited to the number and type of licenses for a specified period of time (as further described in Section 5.1) as set forth on the applicable Order Form pursuant to which Subscription Keys are purchased from IGEL.

4. **End Users' Affiliates and Third Party Consultants.** End User may permit its Affiliates (as defined below) and third party consultants to access and use the IGEL Software solely for End User's and its Affiliates' (as defined below) benefit and only in accordance with this EULA and the applicable Documentation. End User shall be responsible and liable for all acts and omissions committed by it, its third party consultants and its Affiliates, and their respective third party consultants, as if they were the acts and omissions of End User. End User may not allow any other party to access or use the IGEL Software. IGEL shall be allowed to take technical measures to protect the IGEL Software and/or with a view to agreed restrictions regarding the license and use of the IGEL Software by End User. End User is not allowed to remove or evade such technical measures. Access and use of IGEL Software under this Section by third party consultants is only allowed if the Licenses are owned and managed by the End User, and hosted on infrastructure controlled by the End User. **"Affiliate"** means any person or legal entity that controls, is controlled by or is under common control with End User or IGEL (as applicable); where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities of more than fifty percent (50%) of an entity's voting or equity securities, contract, voting trust or otherwise.

5. **License Models.**

5.1. The license grant in Section 3 shall be time-limited to the individually purchased duration specified on the Order Form and limited to installation and use of such IGEL Software on the number of Devices or instances corresponding to the number of licenses purchased by End User ("**Subscription License**"). Details on IGEL Software, Maintenance and Support offerings and their corresponding license structure is attached hereto and available at <https://www.igel.com/licensing/>. To the extent that multiple instances of IGEL Software are installed and executed on a Device, each instance shall require a separate valid license. End User may create copies of IGEL

Software solely to the extent that it is necessary to enable the unlocking of functions on the number of Devices or instances, corresponding to the number of licenses purchased with the Subscription Key, and to use IGEL Software as intended. In addition, End User may create a reasonable number of backup copies of IGEL Software as reasonably necessary to support its internal business continuity and disaster recovery operations in the ordinary course of business. End User shall include on all such copies all proprietary rights legends and notices of the IGEL Software.

- 5.2. If the IGEL Software is provided to End User by way of a download, the purchased license includes the right to copy or download the IGEL Software to a Device that meets the minimum technical requirements to operate the applicable IGEL Software.
- 5.3. The simultaneous use of the purchased IGEL Software license on more than one Device is not permitted.
- 5.4. License Portability. End User is entitled to transfer its License (which is bound to a certain Device) to another Device, if and as far as it ceases to use the unlocked IGEL Software on the originally bound Device (e.g., via uninstalling the IGEL Software).
- 5.5. Notwithstanding the foregoing, End User understands and agrees that fees for licenses to IGEL Software shall be paid in advance of the relevant subscription term. Until all fees due have been paid in full by End User, (a) End User shall not have access to the purchased IGEL Software and (b) IGEL does not grant any license under this Agreement to End User. In the event of late- or non-payment by the End User, IGEL may immediately terminate End User's access to IGEL Software and cease providing IGEL Software to the End User.

6. **Pre-Release Software; Evaluation Software.**

- 6.1. If the IGEL Software provided under this EULA is software that is designated by IGEL (a) as any pre-commercial release software (e.g. indicated by the terms Release Candidate or Technology Preview, as describe at <https://kb.igel.com/en/igel-subscription-and-more/current/software-releases-overview> ("**Pre-Release Software**"), and/or (b) for evaluation or similar purposes ("**Evaluation Software**", and together with Pre-Release Software, "**Test Software**"), End User may exercise the license grant in this Section only for its own internal, non-production evaluation of the Test Software, and End User may not use the Test Software for any other purpose, including competitive analysis, commercial, professional, or for-profit purposes. End User acknowledges and agrees that the Pre-Release Software may not operate correctly, may be substantially modified prior to first commercial shipment, or may be withdrawn completely at any time. END USER'S DOWNLOAD, INSTALLATION, ACCESS, AND USE OF THE TEST SOFTWARE IS AT END USER'S SOLE RISK AND EXPENSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, THE DOWNLOAD, INSTALLATION, ACCESS, AND USE OF TEST SOFTWARE IS PROVIDED "AS IS", AND IGEL DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SUPPORT OBLIGATIONS, AND OTHER LIABILITIES AND OBLIGATIONS IN CONNECTION WITH THE INSTALLATION, ACCESS, OR USE OF THE TEST SOFTWARE. The license grant for Test Software

expires 30 days after download of the Test Software unless otherwise agreed in writing by IGEL.

7. **Third Party Software.** End User acknowledges and agrees that the IGEL Software may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to IGEL Software (collectively, “**Third Party Software**”), as referenced in the IGEL Software itself, the Documentation, or on IGEL’s website, for use in combination with the IGEL Software. This EULA shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern End User’s access to and use of the applicable Third Party Software. Such Third Party Software is distributed to End User solely under the terms set forth in the relevant Third Party Software license agreements (which are referenced in the IGEL Software itself, the Documentation, or on IGEL’s website at <https://www.igel.com/terms-conditions/>), and End User acknowledges and agrees that this EULA in no way supplements or detracts from any term or condition therein. ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, IGEL will make available the required source code for the Third Party Software in response to End User’s request.
8. **Termination.**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, IGEL shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon any expiration or termination of this EULA, the licenses granted herein will automatically terminate and End User must immediately remove and destroy all copies of the IGEL Software and Documentation, including all back-up copies. Any obligations to pay license, Support, and all other fees incurred prior to termination shall survive termination.
9. **Audit.** During the term of this EULA and for the longer of two (2) years after termination of the EULA or the Support term for the applicable IGEL Software, End User shall maintain accurate and complete records regarding End User’s use of the IGEL Software and End User shall (a) permit IGEL (or persons authorized by IGEL) to inspect such records and End User’s computer equipment in order to verify that End User’s use of the IGEL Software is in compliance with this EULA and that End User has paid the applicable license fees and Support fees for the IGEL Software; (b) if so requested by IGEL, certify through a director or officer of End User, that End

User's use of the IGEL Software is, and has been at all times during the applicable license term been, in accordance with this EULA; and (c) permit IGEL (or persons authorized by IGEL) to inspect records regarding End User's use of the IGEL Software subject to Government security requirements. IGEL may conduct an audit no more than once per calendar year (or more frequently if IGEL has knowledge or reasonable belief of End User's non-compliance with any material term of this EULA) and such audits shall take place during normal business hours and on reasonable prior notice. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, End User shall immediately pay such underpayment to IGEL.

**10. Intellectual Property Indemnification.**

- 10.1. IGEL shall (at its own expense) have the right to intervene to defend or settle any unaffiliated third party claim, suit or proceeding brought against End User alleging that the IGEL Software infringes upon any U.S. or Canadian patent or copyright of such third party ("**Infringement Claim**"), and IGEL shall pay, indemnify, and hold End User harmless from any damages finally awarded to such third party by a court of competent jurisdiction as a result of the Infringement Claim or any settlement of the Claim between IGEL and the third party. IGEL's obligations above are conditioned on End User (a) promptly notifying IGEL in writing of the Infringement Claim or threat thereof such that IGEL is not prejudiced by any delay in such notification, (b) doing nothing which may prejudice IGEL's defense of such Infringement Claim, and (c) giving IGEL the right to control the investigation, defense and settlement of the Infringement Claim and, if so requested by IGEL, End User providing reasonable assistance at IGEL's expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If any Infringement Claim is made or in IGEL's opinion appears possible, IGEL shall, at its sole expense and option either: (a) procure the right for End User to continue to use the alleged infringing IGEL Software; (b) replace or modify the IGEL Software to make it non-infringing; or (c), if neither (a) nor (b) are reasonably achievable, terminate this EULA, and provide End User with a refund of the license fees actually paid to IGEL for End User's affected IGEL Software subject to a straight line depreciation over a three (3) year period from purchase. IGEL assumes no liability for any Infringement Claim or allegations of infringement based on: (a) the combination, operation, or use of the IGEL Software with products, services, hardware, data or other materials not furnished by IGEL, if such Infringement Claim would have been avoided by the use of the IGEL Software alone; (b) alterations or modifications to the IGEL Software by End User or its agents or at End User's direction; (c) the failure to install any updates made available by IGEL; (d) End User's use of any IGEL Software after IGEL had provided End User with a subsequent non- infringing release of the IGEL Software or its replacement; (e) use of the IGEL Software otherwise than in accordance with the Documentation and any Applicable

Laws; or (f) if End User settles or makes any admissions with respect to an Infringement Claim without IGEL's prior written consent. THIS SECTION STATES IGEL'S SOLE OBLIGATION AND LIABILITY, AND END USER'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OF ANY KIND.

10.2. Reserved

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11. **Confidentiality.** Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with this EULA. "**Confidential Information**" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the IGEL Software (both object and source code), Documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving party to be confidential. Confidential Information will include the specific terms of this EULA between IGEL and End User, any and all non-public information relating to any IGEL Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are

marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that:

- (a) was publicly known prior to the time of disclosure by the disclosing party;
- (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party;
- (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure;
- (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or
- (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession).

In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving is legally required to disclose. IGEL recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

12. **Limited Software Warranty.** IGEL warrants that the IGEL Software will not contain defects that cause the IGEL Software to fail to substantially conform to the applicable Documentation for ninety (90) days following the date of the applicable purchase order authorizing the License Token for the IGEL Software ("Warranty Period"). This Limited Warranty does not apply if the IGEL Software, IGEL Hardware or any other equipment upon which the IGEL Software is authorized to be used: (a) has been altered, except by IGEL or its authorized representative, (b) has not been installed, operated, repaired or maintained in accordance with instructions supplied by IGEL or its authorized representative, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Reseller does not receive payment of a purchase price or license fee; (e) has not been provided by a Reseller; (f) is not covered by an active IGEL EULA. This Limited Warranty is only available to the original end user customer ("End User") authorized by the EULA.
  - 12.1. **Exclusive Remedy.** IGEL shall use commercially reasonable efforts to repair or replace the non-conforming IGEL Software. This remedy is conditioned on the following: (a) End User reports the non-conformance in writing to IGEL during the Warranty Period, (b) End User promptly provides any additional information reasonably requested by IGEL, (c) IGEL is able to reproduce and validate the non-conformance, (d) End User returns the IGEL Software and/or Documentation

if requested as a condition of this remedy, and (e) End User complies with this Limited Warranty. End User acknowledges and agrees that this is the exclusive remedy and

IGEL's sole liability under the Limited Warranty and a warranty claim may be performed and/or resolved by IGEL, IGEL's Affiliates or other third parties from within or outside of the United States.

- 12.2. **Limitations and Exclusions of Liability for the Limited Warranty.** With respect to the Limited Warranty, in no event will IGEL, its suppliers, Affiliates or their Resellers be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the IGEL Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; (c) loss of revenue, profits, goodwill or anticipated sales or savings; (d) loss of use, and (e) costs of procurement of substitute goods. For the Limited Warranty, all liability of IGEL, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to End User, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by End User to any Reseller for the IGEL Software in the preceding twelve (12) months that gave rise to the claim. This limitation of liability for the Limited Warranty is cumulative and not per incident. Nothing in this Limited Warranty limits or excludes any liability that cannot be limited or excluded under applicable law.
- 12.3. **Limited Warranty Disclaimer.** With respect to the Limited Warranty and except as expressly set forth above, IGEL and its licensors/Reseller provide the IGEL Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, quality, accuracy, title, and non-infringement. IGEL does not warrant that the IGEL Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, IGEL does not warrant that the IGEL Software or any equipment, system or network on which the IGEL Software is used will be free of viruses, vulnerability to intrusion or attack. This Limited Warranty does not apply to any Third-Party Software. This Limited Warranty supersedes any prior agreements or representations made in IGEL's and its Affiliate's sales literature or advice given by IGEL or its Affiliates, any IGEL channel partner, Reseller, or an agent or employee thereof – that may have been made in connection with the purchase of a license to the IGEL Software. No change to this Limited Warranty is valid unless made in writing and signed by an authorized representative of IGEL.
13. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY,

ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM USE OF THE IGEL SOFTWARE INCLUDING UPDATES, DOCUMENTATION, AND THIRD-PARTY SOFTWARE, OR OTHERWISE ARISING IN CONNECTION WITH THIS EULA, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS, OR DISTRIBUTORS EXCEED THE AMOUNTS PAID TO IGEL FOR END USER'S SPECIFIC IGEL SOFTWARE AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION WILL APPLY EVEN IF A PARTY, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE LICENSE FEES REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO END USER. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

**"EXCLUDED CLAIMS"** MEANS (A) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 11 (CONFIDENTIALITY); (B) END USER'S PAYMENT OBLIGATIONS FOR IGEL SOFTWARE; AND (C) END USER'S MISUSE, VIOLATION, OR MISAPPROPRIATION OF IGEL'S INTELLECTUAL PROPERTY.

#### **14. Maintenance and Support Services.**

- 14.1. Pursuant to the applicable IGEL Software license, End User may either receive or purchase maintenance services for the IGEL Software that entitles End User to official IGEL Software product updates, upgrades, enhancements or other modifications ("**Maintenance**"). Under Maintenance, the End User obtains access to software functionality releases that IGEL may, in its sole discretion, release to End User from time to time. New versions of the IGEL Software (known as "**Release Versions**") are made generally available to End Users with active Maintenance services (or applicable Subscription services that includes Maintenance) at the same level for all its active licenses of IGEL Software. IGEL may also in its sole discretion provide End User with Stable Releases for IGEL Software that has not yet reached End of Maintenance status. "Stable Releases" are updates to the IGEL Software primarily aimed at fixing errors that may, in addition to that, contain new features or functions. IGEL shall not be obligated

to release new versions, patches, hotfixes or other adaptations or modifications of

any Third Party Software. The installation of new versions, Stable Releases, and Third Party Software shall solely be the End User's responsibility. Official updates provided by IGEL under Maintenance, excluding any technology preview or release candidate updates, shall be considered IGEL Software under the terms of this EULA.

- 14.2. Pursuant to the applicable IGEL Software license, End User may either receive or purchase support services for the IGEL Software ("**Support**"). All Support (including Support levels) provided for the IGEL Software is further described in and subject to IGEL's Terms for Maintenance and Support Services as attached hereto and displayed at <https://www.igel.com/terms-conditions/>. If End User purchases Support for the IGEL Software, End User is required to purchase and maintain Support at the same level and for the same number of active licenses of the IGEL Software.
15. **Product Information.** All Product information ("**Product Information**") provided by IGEL to the End User with respect to the IGEL Software and its use is provided solely on a non-legally binding and liability free basis. IGEL provides all Product Information to the best of its knowledge at the time of publication and on the basis of the information provided by the End User. IGEL does not guarantee the accuracy of its Product Information. Any Product Information provided by IGEL does not release the End User of its obligation to test system changes beforehand. New IGEL Software and updates must always be tested by End User in advance. The End User is obligated to promptly inform IGEL of all relevant facts and information, so that IGEL can provide the Product Information appropriately.
16. **Data Backups.** The End User is responsible for performing data backups at regular intervals and for backing up this data on a separate data carrier. This is particularly recommended before installing an update. In addition, the End User is responsible for protecting itself from the loss of data by using appropriate measures.
17. **Compliance With Applicable Laws.** End User agrees to abide by and act in accordance with all laws, regulations and rules ("**Applicable Laws**") applicable to End User's access to and use of the IGEL Software and to End User's conduct in connection with this EULA, in particular relating to applicable privacy and data protection laws and anti-corruption laws in force at any time during the term of this EULA.
18. **Restrictions on Use.** Except as permitted by law or expressly authorized by IGEL in writing, End User will not (and will not permit any Affiliate, or third-party consultants to):
  - a) Remove, obscure, or modify any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights legends, or proprietary or confidential notices from

- any part of the IGEL Software or Documentation;
- b) attempt to ascertain the source code of the IGEL Software or any of its components by any means, decompile, deconstruct, copy or to duplicate, reverse engineer, disassemble or decode the IGEL Software or any copy, adaptation, component, transcription or merged portion of them, or attempt to do any of the foregoing;
- c) use, offer, transfer, or distribute the IGEL Software in competition with IGEL including on a time-sharing or service bureau basis;
- d) modify, adapt, translate or create derivative works based on the IGEL Software, or in any way cause the IGEL Software to be subject to any open source obligations;
- e) transfer the IGEL Software;
- f) create, disclose, distribute, sublicense, license or otherwise transfer any implementation of IGEL's application programming interfaces (APIs) except to support End User's authorized use of the IGEL Software within End User's internal organization;
- g) use any software, device or other means designed to circumvent or remove any form of Subscription Key or copy protection used by IGEL in connection with the IGEL Software, or use the IGEL Software together with any Subscription Key, Subscription Key or other copy protection device not supplied by IGEL or through a Reseller; or
- h) assign, sell, resell, rent, lease, distribute, sub-license or otherwise transfer or convey the IGEL Software, any of its components or adaptations, or any Documentation relating to the foregoing.

## 19. General Provisions.

- 19.1. Privacy Policy. End User's use of the IGEL Software and Support is subject to IGEL's then-current Privacy Policy, attached hereto and available at: <https://www.igel.com/terms-conditions/>.
- 19.2. Usage Data. IGEL may access, reproduce and use Usage Data to improve IGEL's products, services and customer support, to identify performance issues and optimize system performance and to inform End User about available software and security updates. "**Usage Data**" means Device and client data related to the End User's use of the IGEL Software. Any End User Device information is stored pseudonymously and all Usage Data will be anonymized after two years. End User may disable IGEL access to Usage Data at any time within the IGEL Software settings.
- 19.3. High Risk Applications. End User acknowledges and agrees that IGEL Software products have not been tested or certified for use in any high-risk applications, including the operation of nuclear facilities, aircraft navigation, air traffic control, emergency

communications systems, life support devices, weapons systems, or any other application where the failure or malfunction of any IGEL Software can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm ("**High Risk Applications**"). IGEL makes no warranties or assurances that IGEL Software is suitable for any High Risk Applications and End User shall defend and indemnify IGEL Indemnitees from any claims made by third parties resulting from any such High Risk Applications.

- 19.4. U.S. Government End Users. Each of the components that constitute the IGEL Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the IGEL Software with only those rights set forth herein. If IGEL Software is acquired for or on behalf of the U.S. Government or any of its agencies, then it is recognized and agreed that the IGEL Software was: (a) developed at private expense; (b) not required to be originated or developed under a U.S. Government contract; and (c) not generated as a necessary part of performing a U.S. Government contract.
- 19.5. Assignment. Except as expressly permitted herein, End User may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the EULA. Any attempted assignment in violation of the foregoing shall be void and of noeffect.
- 19.6. Export Restriction. End User will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL Software in breach of any applicable export and import control laws and regulations. Further information is available in the current Export Control Note attached hereto and on [www.igel.com/terms-conditions](http://www.igel.com/terms-conditions).
- 19.7. Severance. If any provision of this EULA is held to be unenforceable, void or invalid under Applicable Law, such provision shall be deemed omitted and the remaining provisions will remain in full force.
- 19.8. Entire EULA. This EULA, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between IGEL and End User with respect to the IGEL Software and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained

herein. Any printed or other terms and conditions on an Order Form or purchase order or similar order document or agreement between End User and a Reseller conflicting with, or purporting to add to, the terms and conditions of this EULA will be of no force or effect.

- 19.9. No Waiver. No failure or delay to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.10. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the EULA (except for a failure to pay fees) if such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations under this EULA.
- 19.11. Reserved..
- 19.12. Variation. Any variation to the EULA shall only be binding when agreed in writing and signed by both parties.
- 19.13. Notices. Notices under this Agreement will be sent (i) in writing or (ii) by email to the addresses set forth above or on the Order Form. The notices will be deemed to have been given upon: (i) the date actually delivered in person; (ii) the day after the date sent by overnight courier; (iii) the date sent by email. For notices to IGEL, email delivery must be addressed exclusively to legal@igel.com. Either party may update its notice address by providing written notice to the other party in accordance with this Section.
- 19.14. Survival. Sections 1, 10, 11, 12, 13, 14, 18 and 19, and any other right, obligation or provision under this EULA that, by its nature, should survive termination or expiration of this EULA, shall survive the termination or expiration of this EULA.
- 19.15. Governing Law. This EULA and all claims and actions of End User relating to IGEL Software



are governed by the Federal laws of the United States, without giving effect to any choice of law provisions or rules that would cause the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this EULA.

February 2025

Terms for Maintenance and Support  
(North and South America)

by

IGEL Technology Corp., 594 Howard Street, Suite 200, San Francisco, California, 94105, US,  
– hereinafter referred to as “IGEL” –

THESE TERMS FOR MAINTENANCE AND SUPPORT NORTH AND SOUTH AMERICA (“SUPPORT TERMS”) SET FORTH THE TERMS AND CONDITIONS UNDER WHICH IGEL AGREES TO PROVIDE THE MAINTENANCE AND SUPPORT SERVICES PURCHASED BY END USER (DEFINED BELOW). BY EXECUTING A WRITTEN ORDER FOR THE SUPPORT SERVICES PURCHASED, END USER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.

1 General. These Support Terms state the terms and conditions under which IGEL will perform, and End User will receive, the maintenance and support services described herein (“Support Services”).

2 Definitions.

For the purposes of these Support Terms:

2.1 “IGEL Software” means the software product suite “IGEL COSMOS” consisting of the “IGEL OS”, (“IGEL UMS”), IGEL Cloud Gateway (“IGEL ICG”), and the IGEL cloud services which includes the IGEL Onboarding Service, IGEL App Portal, IGEL Insight Service and the IGEL Licensing Portal (“ILP”) (the cloud services collectively “IGEL Cloud Services”).

2.2 “Third Party Software” means (1) software not developed and sold by IGEL that is either embedded in IGEL Software or bundled by IGEL with the IGEL Software to End User; or (2) software that is installed or stored on the Custom Partition that is not developed and sold by IGEL. (Custom Partition is a feature of IGEL OS that allows the End User to install software provided by third parties to a mass storage partition.); or (3) software available on the App Portal not developed and sold by IGEL. Third-Party Software shall be excluded from Support Services.

2.3 “End User” means a customer that has an active license for IGEL Software and that has purchased Support Services under an applicable order form.

2.4 “Endpoint Device” means computers, virtual machines or other hardware devices with an installed, licensed IGEL OS.

2.5 “Business Hours” means any time between 8:00 a.m. and 8:00 p.m. (EST) on Business Days.

## Terms for Maintenance and Support

- 2.6 “Business Days “ means any days from Monday to Friday except the following holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Eve and Christmas Day.
- 2.7 “Error” means a failure of the IGEL Software to perform in substantial conformity with the then-current specifications relating to such IGEL Software as provided in the IGEL Knowledge Base (<https://kb.igel.com/>).
- 2.8 “Critical Error” means an Error (i) that causes essential functions of the IGEL Software not to operate and considerably restricts End User’s business operations (e.g. imminent data loss or loss of connection to a centralized server environment); and (ii) for which there is no known reasonable workaround. IGEL and the End User shall mutually determine whether a reported Error constitutes a Critical Error pursuant to the preceding criteria in this Section 2.8.
- 2.9 “Major Version” means the versions of IGEL Software marked by the same number before the first decimal point of a version number (e.g. 11.x.x. is Major Version 11).
- 2.10 “End of Maintenance” means IGEL Software or versions thereof for which, according to the information provided via <https://kb.igel.com/licensesmore-igelos11/en/igel-product-lifecycle-90231044.html#IGELProductLifecycle-Overview>, Support Services are no longer being provided. Support Services are provided for a Major Version released by IGEL to End Users for at least 3 years from general availability date.
- 3 Support Services Packages.
- 3.1 IGEL offers three “Support Services Packages”, each with the scope of Support Services as respectively described below. The Support Services Package that End User shall receive shall be specified on the applicable order form.
- 3.2 “Select Support (including Maintenance) ”
- Product Updates & Upgrades according to Section 4.1,
  - Web-Based Support according to Section 4.2,
  - Named Contacts according to Section 5
  - Response Times according to Section 4.5,
  - Unlimited number of online support tickets.

## Terms for Maintenance and Support

### 3.3 “Priority Support”

Priority Support includes the same scope of services as provided under Select Support and also includes:

- Phone Support according to Section 4.3,
- Support via Remote Access according to Section 4.4,
- Named Contacts according to Section 5
- Response Times according to sec. 4.5.

### 3.4 “Plus Support”

Plus Support includes the same scope of services as provided under Priority Support, and also includes:

- Support via Remote Access outside of Business Hours solely for Critical Errors according to Section 4.4.
- Named Contacts according to Section 5
- Response Times according to Section 4.5

3.5 All End User initial and subsequent purchases of Support Services (associated with initial and subsequent purchases of IGEL Software licenses) must be at the same Support Services Package level.

3.5.1 For example, if End User initially purchases Plus Support for 1,000 IGEL Software licenses, then one year later End User’s subsequent purchase of Support Services for an additional 2,000 IGEL Software licenses must be at the Plus Support level and cannot be solely at the Select Support level or Priority Support Level.

3.5.2 As another example, if End User initially purchases Priority Support for 1,000 IGEL Software licenses and then one year later End User wants to purchase Plus Support for an additional purchase of 2,000 IGEL Software licenses, End User must either (i) upgrade the initial 1,000 licenses to Plus Support and also purchase Plus Support for the additional 2,000 licenses or (ii) purchase Priority Support for the additional 2,000 licenses to match the Support Services Package level with the initial purchase.

## 4 Support-Services.

### 4.1 Maintenance:

IGEL Software include maintenance services as part of any Support Services Package that entitles End User to receive official IGEL Software product updates, upgrades,

enhancements or other modifications (“Maintenance”). Under Maintenance, the End User obtains access to software functionality releases that IGEL may, in its sole discretion, release to End User from time to time. New versions of the IGEL Software (known as “Release Versions”) are made generally available to End Users with active Maintenance services (or applicable Subscription services that includes Maintenance) at the same level for all its active licenses of IGEL Software. IGEL may also in its sole discretion provide End User with Stable Releases and/or Private Builds for IGEL Software that has not yet reached End of Maintenance status. “Private Builds” are updates to the IGEL Software primarily aimed at fixing errors and “Stable Releases” may, in addition to that, contain new features or functions. IGEL shall not be obligated to release new versions, patches, hotfixes or other adaptations or modifications of any Third Party Software. The installation of new versions, Stable Releases, Private Builds and Third Party Software shall solely be the End User’s responsibility. Official updates provided by IGEL under Maintenance, excluding any technology preview or release candidate updates, shall be considered IGEL Software under these Support Terms and the EULA.

#### 4.2 Web-Based Support:

As part of Web-Based Support, End User shall receive access to an online “Knowledge Base” for IGEL Software. In addition, End User can submit “Support-Tickets” online at <https://support.igel.com/csm>. Except for the Knowledge Base, which may be accessed by any of End User’s users, Web-Based Support shall only be available to End User’s Named Contacts in accordance with Section 5 below.

#### 4.3 Phone Support:

Phone Support is provided to End User during Business Hours via the support telephone number(s) provided and released by IGEL. Phone Support may be used for assistance regarding reported Errors. Phone support shall only be available to End User’s Named Contacts according to Section 5.

#### 4.4 Remote Access:

If and to the extent deemed appropriate by IGEL and only with the express approval of End User, IGEL shall provide support via remote access. Such Remote Access support will be carried out using industry standard encryption. In connection with Remote Access support, End User will cooperate with IGEL to allow and enable IGEL access and permissions as needed in order for IGEL to conduct such support. Remote Access is only available for Priority Support and Plus Support and will be carried out during Business Hours, except End Users with Priority Plus Support may receive

## Terms for Maintenance and Support

Remote Access support on a 24/7 basis in connection with Critical Errors. End User will be solely responsible for instituting and maintaining proper security safeguards to protect End User's systems and data, and hereby assumes sole responsibility for any lost or altered data, files or information during the performance of Remote Access support. If applicable, IGEL and the End User will conclude a Data Protection Agreement covering the possible access of personal data by IGEL through the Remote Access support.

- 4.5 Response Times: In connection with Errors reported by End User, IGEL will use commercially reasonable efforts to adhere to the following response times as applicable to the Support Services Package purchased by End User (but does not guarantee that any reported Error will be resolved):

<u>Support Services Package</u>	<u>Response Time for Non-Critical Errors</u>	<u>Response Time for Critical Errors</u>
Select Support (including Maintenance)	Within 3 Business Days of IGEL's receipt of End User's request	Within 3 Business Days of IGEL's receipt of End User's request
Priority Support	Within 1 Business Day of IGEL's receipt of End User's request	Within 4 Business Hours of IGEL's receipt of End User's request*
Plus Support	Within 4 Business Hours of IGEL's receipt of End User's request	Within 2 hours of IGEL's receipt of End User's request on a 24x7 basis*

\* Response Time is applicable only in connection with Errors submitted by End User by telephone in accordance with Section 4.3 and is conditioned on IGEL receiving all information requested by IGEL in connection with the submitted Error.

The above Response Time commitments shall be considered met by IGEL as long as IGEL begins diagnosis of the reported Error within the timeframes included in the table above.

- 4.6 Language of Support: Support Services are provided in English. Additional languages may be available in individual cases but are not mandatorily included.
- 4.7 IGEL Cloud Services SLA. The IGEL Cloud Services service level agreement ("SLA") is provided below as Appendix A.

## 5 Named Contacts.

## Terms for Maintenance and Support

- 5.1 End User shall appoint a certain number of employees (as allocated to End User based on End User’s purchased Support Services Package) who shall act as contact persons and as authorized delegates regarding Support Services for the End User (herein referred to as “Named Contacts”).
- 5.2 End User shall register user accounts for each Named Contact on IGEL’s customer portal webpage at <https://support.igel.com>, to enable those Named Contacts to make use of the Support Services. The identity of a Named Contact can always be changed by End User upon notice to IGEL, so long as the maximum number of Named Contacts allotted to End User is not exceeded. Each Named Contact must be adequately qualified to use and supervise IGEL Software and to assist and cooperate with IGEL in efforts to diagnose and resolve Errors.
- 5.3 Maximum Number of Named Contacts per Support Services Package.

Support Service Package	Maximum Number of Named Contacts
Select Support (including Maintenance)	5
Priority Support	10
Plus Support	15

- 6 Exclusions.
- 6.1 Support Services shall only be provided for IGEL Software as expressly detailed herein. Notwithstanding the foregoing, Support Services exclude, and IGEL is not obligated to provide, any support, maintenance, troubleshooting or other such services arising from or related to:
- 6.1.1 IGEL Software which has been customized, supplemented, altered or modified by End User or any third party without IGEL’s express written consent;
  - 6.1.2 Errors due to outside influences, e.g. power blackouts, actions from outside or force majeure events;
  - 6.1.3 Errors due to the use of IGEL Software or Third-Party Software other than as specified in the respective software’s specifications;
  - 6.1.4 IGEL only supports connections to third-party products or environments (e.g. Microsoft Server, Citrix XenApp, VMware Horizon) that are published and are still within the support life cycle of the third-party products or environments using the client software integrated into the IGEL OS (“Supported Third Party Environments”). IGEL does not provide support for Supported Third Party Environments, which can be purchased from the respective third party if possible, as soon as a product reaches the end of support. IGEL reserves the right to unilaterally and without prior notice periodically change support policies for Supported Third Party Environments.

- 6.1.5 the operation or use of IGEL Software on Endpoint Devices which do not meet the requirements published by IGEL on its website;
  - 6.1.6 Errors due to End User's failure to implement new versions or releases of IGEL Software made available under Support Services;
  - 6.1.7 IGEL Software that has reached End of Maintenance Status; or
  - 6.1.8 accident, negligence, or misuse of the IGEL Software or Third Party Software.
- 6.2 IGEL is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of End User's obligations under these Support Terms.
- 6.3 End User must purchase and/or renew Support Services at the same Support Services Package level for all licenses for a particular IGEL Software product (see 3.5).
- 7 Cooperation Duties of End User.
- 7.1 End User shall provide IGEL with all such cooperation, assistance and information as IGEL may reasonably request, or otherwise may reasonably be required, to enable IGEL to perform its obligations (including the provision of Support Services) hereunder, and End User acknowledges that IGEL's obligations hereunder are subject to End User's provision of such cooperation, assistance or information.
- 7.2 As a precondition for requesting Support Services from IGEL, End User agrees to use reasonable efforts to: (i) attempt to solve the problem or Error and to utilize sufficient resources to clearly understand that a problem or Error exists before consulting IGEL; (ii) utilize sufficient resources to understand the instructions from IGEL in addressing the problem and make reasonable attempts to correct the problem or Error as suggested by IGEL. In addition, End User agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect IGEL's ability to provide the Support Services
- 8 Changes to Support Services.
- 8.1 IGEL may, in its discretion, change from time to time these Terms and the service offerings provided under Support Services with one (1) months notice to End User only if the changes do not represent a material reduction of the purchased Support Services. IGEL shall provide such notice by publishing any such changes on IGEL's website.

## Terms for Maintenance and Support

- 9 Duration of Support Services, Termination, Upgrade.
- 9.1 End User shall receive the Support Services for term specified in the applicable order form. The Support Services shall not automatically renew upon expiration of the applicable term
- 9.2 Either party may terminate these Support Terms: When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, IGEL shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer
- 9.3 Notice of termination shall be in writing. IGEL may provide notices to termination to End User by (i) email to the address then associated with End User's account; or (ii) first-class mail (certified or registered, return receipt requested). Notices of termination to IGEL shall be sent by (i) email to [legal@igel.com](mailto:legal@igel.com) or (ii) first-class mail (certified or registered, return receipt requested) to IGEL Technology Corp., 594 Howard Street, Suite 200, San Francisco, California 94105, Attention: Legal. Notices that IGEL provide by email is effective and deemed delivered when sent. Notices given by first-class mail is effective and deemed delivered upon receipt or refusal to accept delivery has been unsuccessful and the notice thereof has been issued to the addressee.
- 9.4 End User may not downgrade its purchased Support Services Package during the applicable term.
- 10 Limited Warranty for Support Services; Disclaimer.
- 10.1 IGEL shall use its reasonable efforts to provide the Support Services and warrants that such services shall be performed in a professional and workmanlike manner. End User's exclusive remedy and IGEL's entire liability for breach of the limited warranty set forth in this Section 10.1 is the re-performance by IGEL of the deficient Support Services. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION 10.1, THE IGEL SOFTWARE, SUPPORT SERVICES, ALONG WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE

USE OF ANY OF THEM ARE PROVIDED "AS IS." IGEL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, IGEL MAKES NO WARRANTY OF ANY KIND THAT THE IGEL SOFTWARE, THE SUPPORT SERVICES, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET END USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING SUCH IS STRICTLY BETWEEN END USER AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD PARTY SOFTWARE. THIS AGREEMENT DOES NOT AMEND, AUGMENT, OR OTHERWISE MODIFY IGEL'S WARRANTIES UNDER THE IGEL END USER LICENSE AGREEMENT OR OTHER AGREEMENT SIGNED BY IGEL AND END USER.

### 11 Liability and Damages for Support Services.

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IGEL AND ITS AFFILIATES, LICENSORS, RESELLERS, AND DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM THE SUPPORT SERVICES, THE IGEL SOFTWARE AND THIRD-PARTY SOFTWARE, OR OTHERWISE ARISING IN CONNECTION WITH THESE TERMS, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF IGEL AND ITS AFFILIATES, LICENSORS, RESELLERS, OR DISTRIBUTORS EXCEED THE AMOUNTS PAID TO IGEL FOR END USER'S SPECIFIC SUPPORT SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

### 12 Miscellaneous.

12.2 Confidentiality. Each party shall keep confidential, and not disclose to any third party (except each party's respective affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with these Support Terms. "Confidential Information" means any

## Terms for Maintenance and Support



non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects

(including, without limitation, trade secrets, product plans, products, Support Services, customers, software including the IGEL Software (both object and source code), documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving Party to be confidential. Confidential Information will include any and all non-public information relating to any Support Services, IGEL Software and any associated training, documentation, and other related materials, regardless of whether or not such materials are marked as “Confidential,” “Proprietary” or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving party is legally required to disclose. IGEL recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

12.3 Force Majeure. In accordance with GSAR Clause 552.212-4(f), IGEL is not liable for any failure or delay in performance due to any cause beyond its control, including without limitation, flood, fire, acts of war, terrorism, earthquake, pandemics and acts of God. IGEL shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations hereunder.

12.4 Governing Law; Jurisdiction. These Support Terms are governed by the Federal laws of the United States, without reference to its conflict of laws principles and excluding United Nations Convention on Contracts for the International Sales of Goods (CISG). Any dispute

## Terms for Maintenance and Support

regarding these Support Terms will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, U.S.A.

12.5 General Terms. These Support Terms are non-transferrable. These Support Terms constitute the entire agreement between End User and IGEL with respect to the Support Services and supersede all prior agreements, negotiations, representations and proposals, written and oral with respect to the subject matter hereof. Additional or conflicting terms on any purchase order or other document issued by End User or any third party will have no force or effect. Except as otherwise stated herein, these terms and conditions may not be amended, waived or modified, except in a writing signed by a duly authorized representative of each party and no course of dealing or usage of trade may be invoked to amend, waive or modify any term of these Support Terms. If any provision of these Support Terms is held invalid or unenforceable, the remainder of the Support Terms will continue in full force and effect. No waiver by either party of any rights under the Support Terms will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought.

April 2023

Appendix A  
IGEL Cloud Services  
Service Level Agreement

1. Definitions

- 1.1. "System Availability" means the percentage of total time during which the IGEL Cloud Services is available to End User, excluding the Scheduled Maintenance Window and Emergency Maintenance.
- 1.2. "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the IGEL Cloud Services may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 9:00 p.m. Pacific time.
- 1.3. "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that IGEL is required to apply urgent patches or fixes or undertake other urgent maintenance activities. If Emergency Maintenance is required, IGEL will contact End User and provide the expected start time and the planned duration of the Emergency Maintenance and if IGEL expects the IGEL Cloud Services to be unavailable during the Emergency Maintenance.

2. SLA

- 2.1. System Availability SLA for IGEL Cloud Services. Expected uptime for the IGEL Cloud Services is 98.50% System Availability during each calendar month, excluding any Scheduled Maintenance Windows and Emergency Maintenance.

## Privacy Policy

In this Privacy Policy (“**Policy**”) the IGEL Technology GmbH (“**we**” or “**IGEL**”) would like to inform you about the processing of your personal data when visiting our website and using other selected IGEL services in accordance with Art. 13 General Data Protection Regulation (“**GDPR**”).

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

### 1. Controller

The controller responsible for this data processing is the IGEL Technology GmbH, Maria-Cunitz-Str. 7, 28199 Bremen, Germany. You can find further information [in our imprint](#).

### 2. Data Processing Activities

#### 2.1. Our website

We have designed our website (igel.com) so that it may generally be used with very little data processing. This basic processing is described in Section 2.1.1 and 2.1.2 of this policy.

##### 2.1.1. Access to the website

When you access our website, we store the IP address transmitted by your web browser for a period of seven (7) days, strictly for the purpose of identifying, restricting and eliminating attacks on our website. After seven (7) days, we delete or anonymize your IP address. The legal basis for the processing of this personal data is Art. 6 (1) (f) GDPR. We have a legitimate interest to protect the integrity of our website, its content and the security of its users.

##### 2.1.2. Using the website

When you are using our website, we collect data on your use of the website and temporarily store them on our web server for statistical purposes in order to improve the quality of our website. This data includes:

- the page, from which the data is requested,
- the name of the data file,
- the date and time of the query,
- the amount of data transferred,
- the access status (file transmitted, file not found),
- a description of the type of browser used,
- the IP address of the requesting computer shortened to such an extent that no reidentification of any personal data is possible.

The listed usage data is stored anonymously.

The legal basis for this processing is Art. 6 (1) (f) GDPR. We have a legitimate interest to use this information to enable our website to be called, to control and administer our systems, and to improve the design of our website. This data is not passed on to any third party.

### 2.1.3. Contact Forms

While using our website, you might share your data with us, particularly in the context of contact forms. We use that data to process your request, route your request internally, and respond to your request.

In these forms you might enter data such as:

- Personal contact and identification data, this includes your name, phone number and email address, and
- Professional contact and organization data, this includes your professional phone number and e-mail address, company affiliation, job title and professional or company address.

The legal basis for processing depends on whether your use of the form is during a contractual relationship with IGEL or is leading up to such a relationship, in which case the legal basis is Art. 6 (1) (b) GDPR. In any other case the legal basis for processing will be Art. 6 (1) (f) GDPR. We have a legitimate interest to process and respond to your request, just as you have an interest that your request will be responded to. Your data will be deleted as soon as it is no longer necessary for the initial purpose and will not be transmitted to third parties, other than those necessary for the processing.

All forms on our website are provided by and managed with Act-On (Act-On Software, Inc with its principal place of business at 121SW Morrison Street, Suite 1600, Portland, Oregon 97204 U.S.A.). When you click the “Contact” or “Get Free Licenses” or a similar button, the form and its contents are processed by Act-on Software, Inc. Act-On Software, Inc. is a US Company. If, in the course of processing, your data is transferred to Act-On in the USA, those transfers are secured by the EU standard contractual clauses (SCC) with Act-On and its certification under the EU-US Data Privacy Framework (DPF).

Most of our forms are forwarded to our Microsoft Dynamics Environment for internal processing. As part of this forwarding, your data is also processed by Microsoft Ireland Operations Ltd. as our Cloud-Provider. Microsoft Ireland generally processes your data in European data centers. If, in the course of processing, your data is transferred to Microsoft Corporation or its affiliates in the USA, those transfers are secured by the EU standard contractual clauses (SCC) with Microsoft and its certification under the EU-US Data Privacy Framework (DPF).

### 2.1.4. Live-Chat Tool

You might also share your personal data with us when participating in our Live-Chat. To enter the Live-Chat you will provide us with:

- Your name,
- Your email address

While using the Live-Chat you may choose to share additional personal data with us. This will be limited to what you decide to enter into the chat window.

The legitimate basis for this processing is Art. 6 para. 1 lit. a GDPR, meaning your consent. **You can withdraw your consent at any time by contacting us (legal@igel.com) or Text Inc.**

The Live-Chat functionality is provided by our supplier Text, Inc. (with its principal office at 101 Arch Street, 8<sup>th</sup> Floor, Boston, MA 02110, USA). Text, Inc. is a US Company. If, in the course of processing, your data is transferred to Text in the USA, those transfers are secured by Text's certification under the EU-US Data Privacy Framework (DPF).

#### 2.1.5. Newsletter

We provide the opportunity to subscribe to our newsletter in a number of ways. This is first separately from other interactions on the website, but you may also subscribe to our newsletter when applying for a test-license or when contacting us via our contact form.

For the newsletter subscription we collect:

- Your email address,
- Your consent to receiving our newsletter in conjunction with your IP-address and the time of your consent.

The legal basis for this processing is Art. 6 (1) (a) GDPR. **You can withdraw your consent at any time, following which we will stop the corresponding processing.** This does not impact the lawfulness of prior processing. You may also unsubscribe from the newsletter at any time, via the link to unsubscribe from the newsletter, which you will find in every newsletter email.

For the purpose of managing and sending out the newsletter, your data will be processed by Act-On Software, Inc. (please see 2.1.3 for more details).

#### 2.1.6. Cookies and social media plugins

##### 2.1.6.1. Cookies

We use cookies on our website. Cookies are small pieces of data that are stored and read in your end-device. Cookies may contain data that enables the recognition of the device being used. However, in some cases cookies only contain information on certain settings which are not personal data.

We use session cookies, temporal, and permanent cookies on our website. In the case that personal data is processed, the processing is based on your consent in accordance with Art. 6 (1) (a) GDPR.

Please be aware that you can set your browser to inform you when cookies are being stored or used on the website you are visiting. Thus, any use of cookies is transparent to you.

You can see a detailed list of the cookies used on our website and manage your consent in our separate [cookie notice](#).

##### 2.1.6.2. Google Analytics

We use Google Analytics (GA4) to create pseudonymous user profiles for improving and designing our website on demand. Google Analytics uses "cookies", and other tracking tools

which can be read by us. In this way, we are able to recognize and count returning visitors. This data processing is carried out on the basis of Art. 6 (1) (a) GDPR, your consent. Google analytics is only enabled when you agree to statistic cookies. The information generated by the cookies about your use of the website will be transmitted to and stored by Google on their servers. If you are located in the EU those servers will also be located in the EU. GA4 processes EU IP-addresses for the geo-localization required for this routing but does not store IP addresses beyond that. While Google also aims to process analytics data on regional servers, the possibility of transfers to the USA can not be excluded. If, in the course of processing, your data is transferred to Google in the USA, those transfers are secured by the EU standard contractual clauses (SCC) with Google and its certification under the EU- US Data Privacy Framework (DPF).

#### 2.1.6.3. Embedded YouTube Videos

We have also decided to only embed YouTube Videos using the NoCookie function on our site. As a result, the only information generally transferred to YouTube and its affiliates will be your consent or non-consent to marketing cookies. If you consent to marketing cookies, additional cookies may be used.

## 2.2. IGEL Community

We also operate the IGEL community platform ([igelcommunity.com](https://igelcommunity.com)), which you can join to collaborate and interact with other users of IGEL and get community-based support on IGEL solutions. When registering with the IGEL community you share certain personal information with us:

- Your email address is required for the registration,
- You may include personal information, such as your real name, in your username.
- Company Affiliation
- Country

Our operation of the IGEL Community is assisted by Slack Technologies, LLC with its principal office at 500 Howard Street, San Francisco, CA-94105, USA and the processing of your registration is supported by Google Ireland Ltd. and MailJet GmbH.

After registration, when using the IGEL community, as we do for our main website, we process your IP-address to serve the website to you and for the purpose of identifying, restricting and eliminating attacks on our website. This processing is based on Art. 6 (1)(f) GDPR. We have a legitimate interest to protect the integrity of our website, its content and the security of its users.

When interacting with the IGEL community you may share further personal information in the messages you send. Our processing of such information is based on Art. 6(1) (a) GDPR, i.e. your consent. You can delete your messages and any personal information contained in them at any time.

We utilize the timestamps of the messages as an indicator for the engagement of the IGEL Community. The legal basis for this processing is Art. 6 (1) (f) GDPR. We have a legitimate interest to evaluate the interactions on the IGEL community to improve the quality of those

interactions and the IGEL community as a platform. For this purpose, your personal data is processed by Pythonanywhere LLP. Pythonanywhere is located in the UK. If data is transferred to Pythonanywhere in the UK, the data transfer is protected by the EU-UK Adequacy Decision issued by the EU Commission.

The IGEL community also offers a polling system based on Polly by Subcurrent, Inc. with its principal office at 300 Lenora Street PMB 6148, Seattle, WA 98121, USA.

Subcurrent will receive and process the following personal data:

- Your name,
- Your email address,
- Your username,
- As they are provided in your Slack account.

The polling system is used to gather your feedback on the IGEL Community and to better understand its requirements. The legal basis for this processing is Art. 6 (1) (f) GDPR. We have a legitimate interest to evaluate the requirements of the IGEL community to improve the quality of the IGEL community as a platform.

Subcurrent, Inc. Is a US company. If data is transferred to Subcurrent in the USA, the data transfer is protected by our DPA and the EU Standard Contractual Clauses with Subcurrent as well as its certification under the EU-US Data Privacy Framework.

### 2.3. IGEL Knowledge Base

We operate the IGEL Knowledge Base ([kb.igel.com](https://kb.igel.com)) as a repository of technical documentation for IGEL products.

While using the IGEL Knowledge Base, you have the option to rate or comment on articles. This functionality is provided by HyvorTalk and processing is supported by HYVOR with its principal place of business at 11 RUE CARNOT 94270 LE KREMLIN-BICETRE France.

If you decide to rate or comment on articles, you have two options.

1. You may comment as a guest user.
2. You may register an account with HYVOR and use that account to rate or comment.

We process your personal data depending on the authentication method chosen by you.

If you chose to comment as a guest user (1.), the following personal data will be processed:

- Your IP-Adress,
- Your chosen name,
- Optionally, your email address.

If you chose to register an account with HYVOR (2.), the following personal data will be processed:

- Your IP address,

- Your name,
- Your user name,
- Your Hyvor Talk activity on our website.

The processing is based on your consent in accordance with Art. 6 (1) (a) GDPR. **You can withdraw your consent at any time by contacting us ([legal@igel.com](mailto:legal@igel.com)) or by deleting your comments in the knowledgebase.**

Since the Knowledge Base is an IGEL website, 2.1.1 and 2.1.2 apply accordingly.

#### 2.4. IGEL Licensing Portal

We provide the IGEL License Portal ([activation.igel.com](https://activation.igel.com)) for the activation of purchased IGEL product licenses by the customer. When you register for the License Portal, the following personal data will be processed:

- Your first and last name,
- Your email address,
- Your phone number,
- Your preferred language,
- the name and address of the company you are registering for,
- activated product packs/licenses for your account (including date of activation).

This data is processed for the purpose of activating the purchased licenses for IGEL products. The processing is based on Art. 6 (1) (b) GDPR, as the processing is necessary to perform our End User License Agreement (EULA) with you (or the company on whose behalf you are activating the licenses).

In addition, the License Portal protocols the following actions you as user perform:

- Activation of new/additional product packs/licenses (including user, date and time),
- (Re-)Assignment of product packs/licenses to another entity managed in the account (including user, date and time).

This data is logged in order to provide a transparent audit trail for possible tax or financial audits (of the customer). The processing is based on Art. 6 (1) (C) GDPR in conjunction with the applicable audit obligations from national statutory regulations (for example, in Germany Section 256 Commercial Code (Handelsgesetzbuch) and/or Section 147 Tax Code (Abgabenordnung). Where the obligation does not arise directly from a law, but from self-imposed compliance obligations, the legal basis is legitimate interest in accordance with Art. 6 (1) (f) GDPR. The customer has a legitimate interest in being able to track the allocation of assets (which also includes activated IGEL licenses) in an auditable manner.

Since the License Portal is an IGEL website, 2.1.1 and 2.1.2 apply accordingly.

#### 2.5. IGEL Customer Portal

We provide the IGEL Customer Portal ([support.igel.com](https://support.igel.com)) as the central point of contact for our customer support. When you register on our Customer Portal and submit a support request, the following personal data will be processed:

- Your email address,
- Your username,
- the name of the company you are registering for,
- time and date of your support request and further answers to the support ticket,
- potentially any information you include into the support request.

The data is processed for the purpose of responding to your support ticket and for the performance of support services by IGEL. The processing is based on Art. 6 (1) (b) GDPR, as the processing is necessary to perform our maintenance and support agreement with you.

We use ServiceNow (ServiceNow Nederland B.V., Hoekenrode 31102 BR Amsterdam, Netherlands) as a service provider to operate our Customer Support Portal. If, in the course of processing, your data is transferred to ServiceNow in the USA, those transfers are secured by the EU standard contractual clauses (SCC) with ServiceNow and its certification under the EU-US Data Privacy Framework (DPF).

Since the Customer Portal is an IGEL website, 2.1.1 and 2.1.2 apply accordingly.

## 2.6. IGEL App Portal

When using the IGEL App Portal ([app.igel.com](http://app.igel.com)), your email address will be processed to enable access to the App Portal via Single-Sign-On.

The data is processed to enable access to and use of the App Portal for users. The processing is based on Art. 6 (1) (b) GDPR, as the processing is necessary to perform our contractual obligations from our EULA and Cloud Services Terms of Use with you.

We use AWS Cognito (Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg) as a service provider to enable Single-Sign-On for the App Portal. If, in the course of processing, your data is transferred to AWS in the USA, those transfers are secured by the EU standard contractual clauses (SCC) with AWS and its certification under the EU-US Data Privacy Framework (DPF).

Since the App Portal is an IGEL website, 2.1.1 and 2.1.2 apply accordingly.

## 2.7. IGEL Insight Service

We need specific analytical and usage data from all users to continuously

- improve our products and services and the user experience,
- inform you about available software and security updates,
- recommendation for system optimization (software and hardware),
- identify potential performance issues regarding apps in your setup,
- improve customer support and consulting,
- provide you with direct access to software and hardware insights, e.g. reports, based on your data.

Legal basis for the data processing is IGEL's legitimate interest in accordance with Art. 6 (1) (f) General Data Protection Regulation (GDPR). It is IGEL's legitimate interest to pursue the above detailed purposes to improve its products and services, and to provide its

customers with more secure, up-to-date, and optimized software as well as optimal customer support.

Data collected by the Insight Service:

- Company Identifier,
- UMS Identifier,
- Pseudonymized Device Identifier,
- Name of Application,
- Version of Application,
- Manufacturer of Device,
- Model of Device,
- CPU of Device,
- RAM of Device,
- Mainboard of Device,
- GPU of Device,
- Storage Hardware of Device,
- Network / Wi-Fi Hardware information of Device,
- Peripheral Hardware information of Device,
- Timestamp,
- Client type (Insight Service Data Collector),
- Client version (Insight Service Data Collector)

We do not share your data with third parties outside the IGEL group. Your data is stored on servers in the EU.

The identity of the individual IGEL device will only be stored pseudonymously. The data will be deleted after five years.

**You can object to the processing by disabling the Insight Service functionality in your UMS settings.** By objecting you will not receive further recommendation based on your setup and you can not be provided with access to software and hardware insights based on your data.

## 2.8. Online Application

When you apply for a job at IGEL, we process your personal data to process your application. This processing is governed by a separate privacy policy which you can find at <https://www.igel.com/ats-privacy-policy/>

## 2.9. Social Media Pages

We operate official social media pages based on Art. 6 (1)(f) GDPR on Facebook, X (formerly known as Twitter), LinkedIn, and YouTube under the URLs <https://www.facebook.com/igel.technology>, [https://twitter.com/IGEL\\_Technology/](https://twitter.com/IGEL_Technology/), <https://www.linkedin.com/company/igel-technology>, <https://www.youtube.com/user/IGELTechnologyTV>.

It is in IGEL's legitimate interest to present IGEL to partners and customers as a modern market participant with corresponding social media presences and thus to receive business-generating publicity.

The data you enter on our Facebook page, such as comments, videos or images, will not be used or processed by us at any time for any other purpose.

Facebook, X.com, YouTube, and LinkedIn use web tracking methods on those sites. Please be aware that they may use your profile data to evaluate your habits, personal relationships, preferences, etc. We have no influence on the processing of your data by the platforms.

If you want to follow IGEL News without using the platforms mentioned above, you may subscribe to our RSS-feed available at <https://www.igel.com/feed/>.

#### 2.10. Contact for Business Communications

We may process your personal data when we initiate and execute a contractual relationship with you, whether you are a (potential) customer, partner or supplier of IGEL. In this context, the following data is regularly processed by email and/or in our internal IT systems (for example in our CRM or ERP systems):

- Your name,
- Your email address,
- Your phone number,
- Your company (including the company address),
- Your role in your company,
- Potentially any information you chose to include in the communication.

The purpose of data processing is the initiation and execution of the respective customer, partner or supplier contract. If a specific contractual relationship has already been indicated, the legal basis is Art. 6 (1) (b) GDPR. If no contractual relationship has yet been indicated and you have given us your consent to process your personal data for communication with you, the legal basis is Art. 6 (1) (a) GDPR. **You can withdraw this consent at any time (e.g. by sending an email to [legal@igel.com](mailto:legal@igel.com)).**

IGEL uses IT systems and applications of service providers for the performance of business communications and may transfer data to these service providers in the process, according to applicable laws.

### 3. Additional Recipients and Data Transfers

#### 3.1. Additional Recipients

Generally, your data will only be shared with the recipients listed above for the respective data processing activity. However, IGEL may transfer your data to third parties if we are obligated to do so based on statutory requirements or an administrative or judicial order or based another applicable legal basis.

Third parties which may receive your data are:

- Governmental authorities in the scope of their duties.

- Courts in the course of legal proceedings or orders.
- Other third parties, as far as you request/instruct us to transfer data to that third party or give your consent to the transfer or another legal basis applies for the transfer.

### 3.2. Data Transfers to Third Countries

We generally aim at processing your personal data within the European Union / European Economic Area. Only in limited circumstances, your data will be transferred to third countries. In such cases your data will be protected by appropriate safeguards in accordance with Art. 44 ff. GDPR, for example the EU Commissions Standard Contractual Clauses (SCCs) or the EU-US Data Privacy Framework (DPF). Please refer to the description of the respective data processing activity above for further information on potential third country transfers. Additional information may be provided upon request.

## 4. Storage and deletion of data

Generally, we store your data only as long as necessary to achieve the intended purpose. After the intended purpose has been achieved, we will delete your personal data.

However, we might be required to store your data longer to comply with statutory obligations or if required by administrative or judicial order or to exercise or defend ourselves against legal claims. Additional information may be provided upon request.

## 5. Your rights

Under the GDPR you have certain rights relating to the processing of your personal data.

### 5.1. Right of access (Art. 15 GDPR)

You have the right to obtain confirmation as to whether or not personal data concerning you is being processed by IGEL, and, where that is the case, you have the right to be informed about the scope of personal data processed by us.

### 5.2. Right to rectification and erasure (Art. 16 and 17 GDPR):

You have the right to obtain without undue delay the rectification of inaccurate personal data concerning you and, if necessary, the right to have incomplete personal data completed.

You also have the right to request an erasure of the personal data concerning you without undue delay, if one of the reasons listed in Art. 17 GDPR applies, e.g. if the data is no longer necessary for the intended purpose. If your data was transferred to third parties in the course of processing, we will initiate the necessary steps to delete those copies of your data as well. Please note that the right for erasure may be partly deferred if we are required to process your data longer than initially necessary as laid out in Section 4 of this policy.

### 5.3. Right to restriction of processing (Art. 18 GDPR):

If one of the conditions set forth in Art. 18 GDPR applies, you shall have the right to restrict the processing of your data to simple storage, e.g. if you object to the processing, for the duration of a possible evaluation of your objection.

5.4. Right to data portability (Art. 20 GDPR):

In certain situations, listed in Art. 20 GDPR, you have the right to receive the personal data concerning you in a structured, common and machine-readable format or demand a transmission of the data to another third party.

5.5. Right to object (Art. 21 GDPR):

If the data is processed pursuant to Art. 6 para. 1 lit. f GDPR (data processing for the purposes of the legitimate interests), you have the right to object to the processing at any time for reasons arising out of your particular situation. We will then no longer process personal data, unless there are demonstrably compelling legitimate grounds for processing, which override the interests, rights and freedoms of the person concerned, or the processing serves the purpose of asserting, exercising or defending legal claims.

5.6. Right to lodge a complaint with a supervisory authority

Pursuant to Art. 77 GDPR, you have the right to lodge a complaint with a supervisory authority if you consider the processing of the data concerning you infringes data protection regulations. The right to lodge a complaint may be invoked in particular in the Member State of your habitual residence, place of work or the place of the alleged infringement.

The supervisory authority responsible for IGEL and its address is:

**The state representative for data protection and information freedom of the free and hanseatic city Bremen**

Arndtstraße 1, 27570 Bremerhaven, Deutschland

5.7. How to exercise your rights

If you want to exercise any of the rights described above or per any applicable laws, please contact us at [legal@igel.com](mailto:legal@igel.com) or contact the IGEL Data Protection Officer using any of the methods listed below. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. You have a right not to receive discriminatory treatment from us for exercising your rights as a user.

5.8. Our data protection officer

Please contact our data protection officer if you have any further questions, suggestions or wishes regarding data protection:

- For Germany (IGEL Technology GmbH):

**datenschutz nord GmbH,**

Konsul-Smidt-Straße 88, 28217 Bremen, Germany  
office@datenschutz-nord.de, +49 421 69 66 320

- For other European IGEL entities (IGEL Technology (Austria) GmbH; IGEL Technology BVBA, Belgium; IGEL Technology B.V., The Netherlands; IGEL Technology SRL, Romania; IGEL Technology Ltd., Great Britain; IGEL Technology SAS, France; IGEL Technology ApS, Denmark; IGEL Technology AB, Sweden):

**FIRST PRIVACY GmbH,**

Konsul-Smidt-Straße 88, 28217 Bremen, Germany  
office@first-privacy.com, +49 421 69 66 32 80

- North America and South America (IGEL Technology Corporation)  
legal@igel.com

**6. Updates to this Privacy Policy**

As data processing at IGEL may non-materially change, this policy is subject to constant updating and modification. You can find the latest version of this Policy at: <https://www.igel.com/privacy-policy/>.

**Export Control Laws**

Software, materials, and services available on this website may be subject to laws, orders, or regulations imposing embargoes or controlling the export of goods, technologies, software, and services, including weapons of mass destruction, military and paramilitary equipment, as well as dual-use goods (goods intended for civilian purposes but also usable for military purposes). Software or materials from this website may not be downloaded, exported, or re-exported in violation of these export controls.

Without prejudice to the validity of the above, no software or material from this website may be downloaded, exported, or re-exported

1. to a country or region for which the government of the European Union, the United Kingdom, the USA or Germany has imposed an embargo or restricted goods or services; or
2. to persons listed on the sanctions lists of the EU, the United Kingdom, or the USA; or
3. for use in the design, development, or production of nuclear, chemical, or biological weapons, missile technology, or for any other prohibited use.

By executing a written order for the software, you agree to the above and certify that you are not located in such countries, regions, or lists, are not under the control of such countries, regions, or lists, and are not a citizen or resident of such countries.

IGEL Technology Group

Bremen, February 2025

# IGEL OS Editions and Feature Packs

IGEL OS is a secure Linux-based operating system designed for desktop as a service (DaaS), virtual desktop infrastructure (VDI), enterprise browser, software as a service (SaaS), local Linux apps, and local virtual machine workloads. Modernize your digital workspaces with IGEL to mitigate ransomware threats, reduce total cost of ownership (TCO) by up to 75%, and minimize e-waste. IGEL editions offer organizations flexibility in selecting the right level of management and control based on their digital workspace maturity. There are six IGEL editions and four optional feature packs that extend management capabilities and endpoint functionality for specific use cases.

## IGEL OS Editions

**IGEL Enterprise Edition** provides advanced distributed management capabilities, allowing organizations to securely manage IGEL OS endpoints across multiple locations at scale. Enhanced security features, such as enterprise certificate authority integration and third-party Identity Provider (IDP) integration enable the signing and deployment of custom applications with full compliance to organizational standards while adding an extra layer of security to the Universal Management Suite (UMS) console. Enterprise Edition includes all features of the Standard Edition and comes with Priority Plus Technical Support.

**IGEL Standard Edition** delivers comprehensive management functionality for organizations with distributed and hybrid workforces. It offers third-party Identity Provider (IDP) integration, and advanced profile and policy management to support a wide range of use cases, making it ideal for organizations with more complex infrastructure requirements. Standard Edition is available with Priority or Priority Plus Technical Support.

**IGEL Essential Edition** is designed for small businesses beginning their digital workspace journey. Secure access with third-party Identity Provider (IDP) integration, and simplified profile and policy templates streamline the setup process, enabling rapid deployment for office-based users.

**IGEL Healthcare Edition** is tailored for mission-critical healthcare environments. It includes all the capabilities of Enterprise Edition, plus the IGEL Smart Login Feature Pack, which integrates with clinical workflows and supports Imprivata Tap and Go. Healthcare Edition comes with Priority Plus Technical Support.

**IGEL Government and Critical Infrastructure Edition** builds on the Enterprise Edition, adhering to strict security and compliance standards required by government agencies and critical sectors. It includes Priority Plus Technical Support and offers the optional 90Meter integration Feature Pack for U.S. Federal Government smart card authentication.

**IGEL Business Continuity & Disaster Recovery Edition** enables organizations to instantly recover access to critical services for users amidst a cyberattack or outage. This reduces connectivity downtime to minutes, while BC/DR teams recover their production environment. IGEL BC&DR offers IGEL Dual Boot™, and optional IGEL USB Boot™ with a fully functional IGEL OS Enterprise Edition solution, delivered with a 45-day license. IGEL TRM is required for set up, testing, and recovery validation phases.

## IGEL Feature Packs

Extend edition capabilities further with these add-on feature packs to optimize workflows across additional use cases.

1. The **Advanced Device Redirection Feature Pack** ensures a seamless user experience by enabling full functionality of local peripherals in cloud environments such as Windows 365 Cloud PC and Azure Virtual Desktop (AVD). It supports a wide range of external devices like headsets, printers, scanners, and speech mics while ensuring high-quality video calls through webcam redirection. Available for all product editions.
2. The **Smart Login Feature Pack** enables secure, efficient access for frontline workers via integration with Imprivata's tap-and-go single sign-on. This solution is ideal for industries like healthcare and manufacturing, where traditional login processes can hinder workflow efficiency. Included for Healthcare Edition and available for all other product editions except Essential.
3. The **90Meter Authentication Feature Pack** provides high-assurance authentication solutions for secure smart card-based authentication in U.S. government environments. Supporting Common Access Cards (CAC) and Personal Identity Verification (PIV) cards, it enables signing, encryption, and authentication in compliance with federal standards like FIPS 201. Available for only the Government and Critical Infrastructure Edition.
4. The **IGEL Managed Hypervisor Feature Pack** allows IT to virtualize, secure, and manage Windows and Linux virtual machine workloads that run directly on IGEL OS. Designed for delivering legacy Windows versions that serve critical business apps – often across OT/IoT systems. VMs are stored centrally and deployed from within UMS with comprehensive policy control. Available for Enterprise, Healthcare, and Government and Critical Infrastructure Editions.