Terms and Conditions

for all Members of DXtera Institute, Inc.

Last updated and approved: September 1, 2025

I.   ACCEPTANCE

DXtera Institute, Inc. ("DXtera") provides its Members ("Members") access to a repository (the "Repository") that contains various tools, solutions and materials as well as other valuable products and services (the "Membership"). By accessing the Repository, DXtera's other products and services, or by clicking to accept or agree to the Membership Terms and Conditions and Terms of Use (the "Terms") when this option is made available to you, you agree to certain rights and responsibilities set forth below and you accept and agree to be bound and abide by these Terms. If you are entering into this agreement on behalf of a company, educational institution or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our repository through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms, you must not accept this agreement and may not use the products, services or repository. Access to the Repository is offered and available only to registered users of Members. By accessing the Repository, you represent and warrant that you are of legal age to form a binding contract with DXtera and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Repository.

II.   CHANGES TO THE TERMS

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Repository thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction sections will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted.

Your continued access to the Repository and ongoing Membership following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

III.   ACCESSING THE REPOSITORY AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Repository, and any tool, solution or material we provide on the Repository, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Repository is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Repository, or the entire Repository, to users,

including registered users. Any links to external sites provided by DXtera are for convenience only and do not constitute an endorsement.

You are responsible for:

- Making all arrangements necessary for you to have access to the Repository.
- Ensuring that all persons who access the Repository through your internet connection are aware of these Terms and comply with them.

To access the Repository or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Repository that all the information you provide on the Repository is correct, current and complete. You agree that all information you provide to register with this Repository or otherwise is governed by these Terms, and you consent to all actions we take with respect to your information consistent with our Terms.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Repository or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

IV. OTHER MEMBERSHIP BENEFITS

In addition to access to the Repository, Members shall also receive additional benefits as set forth in a membership agreement ("MA") between DXtera and the Member establishing Member as a member of DXtera. In the event of a conflict between these Terms and the terms contained in an MA, the terms of the MA shall control with regard to the subject matter contained herein.

By agreeing to these Terms, you acknowledge that technical assistance may be required to allow a Member to better access and use the Repository, and DXtera shall make reasonable efforts to provide such technical assistance via phone, email or some other form of electronic communication. In the event an employee or agent of DXtera must travel to a Member to provide such technical assistance, the travel costs and expenses shall be borne solely by the Member, and the Member shall reimburse DXtera for any out of pocket expenses its employee or agent incurred due to traveling to Member to provide technical assistance.

V. CANCELLATION AND TERMINATION

You are solely responsible for properly canceling your Membership. You can cancel by providing 30 days prior written notice sent to info@dxtera.org. If you cancel your Membership before the end of your current paid up Membership term, your cancellation will take effect immediately and your access to the Repository and other products and services will be immediately terminated except as described below, and you will not be refunded any fees already paid.

The price of the Membership fees is calculated on the assumption that a member will remain a member for multiple years to help grow the membership and support the mission of DXtera, so that DXtera can recoup the investment it has made in the materials contained in the Repository, without burdening any individual the member with all of the associated recoupment expenses in one year or immediately upon becoming a member.

Payment of the appropriate Membership Fee permits the terminating Member to continue to use those IP Protected Materials in their possession on the termination date, and otherwise exercise the rights provided in MIT license for such works. However, the payment of the Membership Fee shall not entitle the terminating Member to obtain any other IP Protected Materials from the Repository or enjoy any of the other benefits that Members enjoy, including but not limited to access to member community support, demonstration projects or professional services. Upon termination, DXtera shall have the right to terminate any hosting or other services that it is then performing for the Member.

DXtera, in its sole discretion, has the right to suspend or terminate your Membership and refuse any and all current or future use of the Repository or other products and services, for any reason at any time. Such termination will result in the deactivation or deletion of your account and your access to the Repository, and the forfeiture and relinquishment of all content in your account. DXtera reserves the right to refuse service and access to anyone for any reason at any time.

In the event that DXtera takes action to suspend or terminate an account, we will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct or conduct described in the Prohibited Uses section below. This Section survives termination of the Agreement.

VI. INTELLECTUAL PROPERTY RIGHTS

The Repository will contain a variety of materials that may be protected by one or more forms of Intellectual Property Protection such as trademark protection, service mark protection, copyright protection, trade secret protection and patent protection (the "IP Protected Materials). The IP Protected Materials may take the form of widgets, software programs, websites, systems, system integration tools, hardware, dashboards, instructional materials, diagrams, assessments, surveys, reports, integration framework, connectors, adapters, protocol bridges, service contracts,

algorithms, data and databases, and any other works, materials and/or information that Members or DXtera use to populate the Repository.

Because of the way that the IP Protected Materials were created, the ultimate ownership of some of the IP Protected Materials is uncertain. However, as between DXtera and its Members, DXtera shall be deemed to have the right, vis-à-vis the Members to control the Intellectual Property rights associated with all of the IP Protected Materials created and stored in the Repository and the use of these IP Protected Materials, whether created by members or by DXtera.

Unless the parties agree otherwise, the Members' rights to use the IP Protected Materials in the Repository are governed by the MIT license (https://opensource.org/license/mit), and by signing this agreement; the Member agrees to be bound by its terms. However, the rights granted to members does not include the right to transfer to any third party more than twenty percent (20%) of the IP Protected Materials in the particular Member's possession, for to do so would be unfair to the other fee-paying Members.

For works that are contributed by Contributors (whether Members or not) to DXtera and/or the Repository, the rights of the Contributor and DXtera in the Contributed Works shall be governed by the most appropriate one of the Contributor License Agreement and Software Grant License Agreement. However, in no event shall the rights granted to DXtera be less that those granted by the MIT license.

DXtera requires that all project contributors complete a Contributor License Agreement ("CLA"). The CLA clearly defines the terms under which intellectual property is being contributed and affords DXtera greater latitude to provide comprehensive governance over the project. The Contributor License Agreement enables DXtera to update the licensing of its projects, when necessary or desirable, while maintaining the provenance of the code, and the rights of DXtera, as well as those of the contributors and adopters of this code.

The CLA also makes it possible for DXtera, at its corporate discretion, to defend the project, and/or its contributors and adopters, should the project become the subject of any claim or dispute, legal or otherwise.

In all cases, contributors retain full rights to use their original contributions for any other purpose, while providing DXtera and its projects and members with the right to distribute and extend their contributed work.

Individuals must have an Individual Contributor License Agreement ("ICLA") on file with DXtera before any significant contributions will be accepted and before comment privileges will be granted on DXtera projects.

Organizations that have tasked employees to work on a DXtera project should also complete a Corporate Contributor License Agreement ("CCLA") so intellectual property that may have been assigned as part of an employment agreement can still be properly contributed. Individuals still need to submit an ICLA, even when their organization has completed a CCLA. Individuals are

responsible for making sure that their organization has completed a CCLA if their contributions are owned by their employer.

When an individual or corporation donates existing software or documentation to a DXtera project, they need to execute a formal Software Grant License Agreement ("SGLA") with DXtera. Incubating projects with pre-existing codebases are required to execute a DXtera SGLA prior to formal acceptance as a sponsored DXtera project.

Contributor License Agreements may be submitted to DXtera by emailing scanned signed copies, by fax, or by postal mail.

DXtera reserves the right to audit Members' use of the IP Protected Materials and other Repository Materials, and to revoke such license or sublicense as it deems appropriate if the Member is in breach of these Terms or the license. Members may contribute or give advice on the IP Protected Materials housed in the Repository, but such Members acknowledge and agree that such contribution and advice and any IP Protected Materials associated therewith shall become and remain under the control of DXtera vis-à-vis the Member and shall be licensed to the Member in accordance with the Terms of this Agreement and the MIT license.

DXtera reserves the legal right to apply for federal, state or international trademark, service mark protection, copyright protection and patent protection of all of the IP Protected Materials and all other materials in the Repository that DXtera creates as a sole or joint author or inventor. Ownership of materials created solely by a Member shall be and remain the sole property of the Member. Ownership of materials created solely by DXtera shall be and remain the sole property of DXtera. Works created by the joint efforts of DXtera and a Member, as Joint Authors or Joint Inventors shall be owned Jointly by DXtera and the Joint Author/Inventor Member. Members and DXtera agree to execute all necessary and appropriate documents (including declarations and assignments of rights to the appropriate party) and to take any further actions necessary to assist DXtera or Member (as appropriate) with such applications.

Except with respect to trademarks and service marks owned by the particular Member, the Member agrees to use any Trademark and Service Mark IP Protected Materials only in a manner which is descriptive of and used fairly and in good faith only to describe the particular goods or services associated with the Trademark or Service Mark IP Protected Materials, as permitted by the fair use provisions of the Lanham Act.

If DXtera acts as a technical consultant to a Member and creates a custom IP Protected Material for that Member, then such custom IP Protected Material shall be owned exclusively by DXtera and will be added to the IP Protected Materials in the Repository for availability to other Members and to DXtera for their use. Participation in the Membership is intended to generate ideas and solutions in an open but exclusive forum to contribute to the success and technological advancement of all Members. DXtera has the right, at its sole discretion to exclude any such custom IP Protected Material from inclusion in the Repository. This Section survives termination of the Agreement.

VII.   PROHIBITED USES

A Member may use the Repository and the tools, IP Protected Materials, and other materials provided therein only for lawful purposes and in accordance with these Terms. Each Member agrees not to use the Repository:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate DXtera, a DXtera employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Repository, or which, as determined by us, may harm DXtera or users of the Repository or expose them to liability.

Additionally, each Member agrees not to:

- Use the Repository in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Repository, including their ability to engage in real time activities through the Repository.
- Use any robot, spider or other automatic device, process or means to access the Repository for any purpose, including monitoring or copying any of the material on the Repository.
- Use any manual process to monitor or copy any of the material on the Repository or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Repository.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Repository, the server on which the Repository is stored, or any server, computer or database connected to the Repository.
- Attack the Repository via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Repository.

VIII.   DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Repository will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by your access and use of the repository or platform or any services or items obtained through the repository or to your downloading of any material posted on it, or on any website or software linked to it or your access or use of other dxtera products and services.

Your access and use of the repository or platform, its content and any services or items obtained through the repository or platform is at your own risk. The repository or platform, its content and any services or items obtained through the repository or platform are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. DXtera does not warrant that (i) the services, products and tools provided by DXtera or in the Repository will meet your specific requirements, (ii) the services and access to the Repository will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the services, products and tools will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through DXtera or through the Repository will meet your expectations, (v) the use of any of the Repository Materials will not infringe, or otherwise violate the intellectual property rights of any third party, and (vi) any errors will be corrected.

DXtera hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

This Section survives termination of the Agreement.

IX.   LIMITATION ON LIABILITY

In no event will DXtera, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use the repository or platform, any content on the repository or platform or such other websites or any services, software or items obtained through them or interacting with them, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. In no event shall dxtera's aggregate liability arising out of or

related to this agreement, whether arising out of or related to tort (including negligence), breach of contract or otherwise, exceed the total of the amounts paid to dxtera pursuant to this agreement in the twelve (12) month period preceding the event giving rise to the claim or $1,000, whichever is greater.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

This Section survives termination of the Agreement.

X.   INDEMNIFICATION

To the extent allowed by law, You agree to defend, indemnify and hold harmless DXtera, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, your use and access to products and services of DXtera during the term of your Membership or your use of the Repository, including, but not limited to any use of the Repository's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Repository.

This Section survives termination of the Agreement.

XI.   INTERNATIONAL MEMBERS

This Section applies to Members with headquarters outside the United States or its territories. All payments shall be in United States Dollars. Member shall be responsible for any applicable service taxes, VAT, or GST and any costs associated with the transfer of money overseas. Member remains responsible to comply with any tax obligations in Member's own country resulting from this Agreement.

Member shall not use (other than pursuant to this Agreement) or seek to register any trademark or trade name (including any company name), which is identical to, confusingly similar to or incorporates any trademark or trade name which DXtera owns or claims rights in anywhere in the world. Member agrees that it will not make any payments of money nor will permit anything of value to be offered, promised, or paid, whether directly or indirectly, to any official political party, party official or candidate or political office to induce such officials to use their influence with a government or instrumentally to obtain an improper business advantage individually or for both of the parties. Member agrees to comply with all applicable anti-corruption and bribery laws.

Member agrees that interactions between U.S. nationals and non-U.S. nationals might be subject to United States laws and regulations governing the transfer or sharing of information, technical data, or software ("Technology"), as defined and controlled by the U.S. Export Administration

Regulations, U.S. International Traffic in Arms Regulations, and the sanctions and embargoes defined by the Office of Foreign Assets Control (collectively, the "Export Control Laws"). The parties agree that nothing in this Agreement shall require either party to take or fail to take any action that would violate the Export Control Laws. If any of the actions required under this Agreement, in the sole judgment of DXtera, require a license or other authorization from any agency of the United States government, the parties agree that no such activity shall be required until and unless such license or other authorization is obtained. The parties agree to cooperate to achieve compliance under any applicable Export Control Law.

If DXtera reasonably determines, at any time, that there is credible evidence that Member or any of its representatives has violated any terms in this Agreement, DXtera shall have the right to suspend all services due under this Agreement while it investigates the credible evidence. Upon a good faith request by DXtera, Member shall cooperate with DXtera's investigation to determine if such a violation has occurred. If DXtera determines reasonably and in good faith that there has been such a violation, it shall have the right to terminate this Agreement with immediate effect and without payment due of any kind except for services lawfully and properly rendered under the Agreement.

XII.   GOVERNING LAW AND JURISDICTION

All matters relating to the Repository, your Membership and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non- contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Repository shall be instituted exclusively in the federal courts of the United States or the courts of the State of Massachusetts in each case located in the City of Boston and County of Suffolk. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. This Section survives termination of the Agreement.

XIII.   ARBITRATION

At DXtera's sole discretion, it may require You to submit any disputes arising from the use of these Terms or the Repository, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. This Section survives termination of the Agreement.

XIV.   LIMITATION ON TIME TO FILE CLAIMS

Any cause of action or claim you may have arising out of or relating to these terms of use or the repository or platform must be commenced within one (1) year after the cause of action accrues,

otherwise, such cause of action or claim is permanently barred. This Section survives termination of the Agreement.

XV.   WAIVER AND SEVERABILITY

No waiver by DXtera of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of DXtera to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. This Section survives termination of the Agreement.

XVI.   ASSIGNMENT

You may not assign or otherwise transfer your rights or obligations under this Agreement. DXtera may assign its rights and/or delegate its obligations under this Agreement by posting notice of such assignment and/or delegation on DXtera's web site at least thirty (30) days prior to the effective date thereof. Notwithstanding the foregoing, DXtera may assign its rights and/or delegate its obligations under this Agreement to a parent or affiliated company in its sole discretion.

XVII.   FORCE MAJEURE

DXtera shall not be liable for any failure or delay in performance hereunder due to any cause beyond its reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay or failure of DXtera systems or other difficulties with telecommunications networks.

XVIII.   ENTIRE AGREEMENT

The Terms and MA (together, the "Agreement") constitute the sole and entire agreement between you and DXtera with respect to the Repository and your Membership and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Repository and your Membership. No conditions, printed or otherwise, appearing on other contracts, proposals, orders or copy instructions which conflict with, vary, or add to this agreement will be binding without the signature of an authorized employee of DXtera.

XIX.   YOUR COMMENTS AND CONCERNS

All other feedback, comments, requests for technical support and other communications relating to the Repository or other Member products or services should be directed to: info@dxtera.org.