

Ekahau End-User License Agreement

This Agreement was last updated on July 1st, 2025 and replaces all applicable prior versions in its entirety. It is effective between You and Ekahau as of the date of Your acceptance of this Agreement.

This is an agreement (“**Agreement**”) between “You” and Ekahau Inc., a Delaware corporation having its registered office at 1524 5th Avenue, Suite 300, Seattle, WA 98101, U.S.A. (“Ekahau”) and governs your Use of Ekahau Software. “You”, “Your” and “License Owner” mean the individual or legal entity who has purchased the license or subscription to the Ekahau Software under this Agreement.

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IF YOU REGISTER FOR A FREE, LIMITED TRIAL EVALUATION OF THE SOFTWARE, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL GOVERN THAT LIMITED TRIAL EVALUATION.

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IF YOU ARE LICENSING EKAHAU AI PRO, BY DOWNLOADING OR USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS

OF THE MAINTENANCE AND SUPPORT AGREEMENT LOCATED
HERE: <https://www.ekahau.com/legal/ekahau-pro-maintenance-and-support-agreement/>

1. Definitions.

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

“Approved Source” means Ekahau, its Affiliates or an authorized Ekahau distributor or reseller from whom you acquired the Software or Product(s), or a transferor of a Software License made in accordance with Section 23 of this Agreement.

“Authorized User” means either (i) the License Owner if it is an individual or (ii) one (1) individual whom has been designated by the License Owner to use the Software and has activated the License Key delivered by Ekahau or the License Owner, as applicable. An Authorized User may be an employee, consultant, contractor and agent of the License Owner or a third party with whom the License Owner has a contractual relationship with. An Authorized User may not be a legal entity, group, team or alias. For the avoidance of doubt, any activation of a License Key in connection with an email address associated broadly with a company or some subdivision, group or team within a company or otherwise held in common by a group of people rather than a particular individual, is invalid and unauthorized and does not create an Authorized User.

“Compatible Hardware” means hardware with the recommended operating system and configuration as stated in the Documentation.

“Documentation” means the Ekahau user or technical manuals, written or on-line instructions, help information, training materials, specifications and other documentation applicable to the Software and made available to you by an Approved Source.

“Ekahau Connect” means Ekahau AI Pro, Ekahau AI Pro Online, Ekahau Survey, Ekahau Analyzer, Ekahau Cloud and/or Ekahau Capture, as applicable, pursuant to Your Order Form.

“Ekahau Plan” means Ekahau AI Pro Online and/or Ekahau Cloud as applicable, pursuant to Your Order Form.

“Ekahau Measure” means Ekahau Survey and/or Ekahau Cloud as applicable, pursuant to Your Order Form.

“Ekahau Measure Pro” means Ekahau Survey, Ekahau Analyzer and/or Ekahau Cloud as applicable, pursuant to Your Order Form.

“Ekahau Software Suite” means Ekahau AI Pro Online, Ekahau Survey, Ekahau Analyzer and/or Ekahau Cloud as applicable, pursuant to Your Order Form.

“License Key” means the associated license key delivered to You or to the Authorized User by means of electronic transmission for each License or Subscription purchased by You (or provided to You for Evaluation Software) and which enables the registration, download and installation of the Software and the acceptance of this Agreement.

“Maintenance and Support Agreement” means, where applicable, a separate agreement providing for the technical support and maintenance of Software entered into between Ekahau and You.

“Order Form” means an ordering document or online order specifying the Software to be provided hereunder that is entered into between You and Ekahau or any of Ekahau’s Affiliates, including any addenda or supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Products” any Ekahau branded hardware components delivered to You or included with your licensing of or subscription to the Software and intended for use in connection with your Use of the Software.

“Software” means Ekahau Connect, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, Ekahau Insights, Ekahau Optimizer, Ekahau Private 5G, Catalyst, computer programs, applications and/or services (including both software and firmware on any Product(s)) any Upgrades thereto made available to You by Ekahau or an Approved Source for licensing or subscription.

“Subscription” means a subscription for Ekahau Connect, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, Ekahau Insights, Ekahau Optimizer and/or Ekahau Private 5G.

“Systems Integrator” means a person who uses the Software and Product(s) to provide services and/or deliverables to third parties for the design, implementation, evaluation and improvement of wireless networks and who is remunerated for the provision of such services and/or deliverables created through the use of the Software and Product(s).

“Term” means the duration of the License or Subscription granted in this Agreement.

“Territory” means each and every country where the Software can be legally used and exported.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

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The Following Sections 2 and 3 Apply Solely to Ekahau AI Pro:

2. Grant of License. Subject to payment of the applicable fees on Your Order Form and continuing compliance with this Agreement, including but not limited to the Limitations of Use set forth in Section 13 below, Ekahau grants You a limited, non-exclusive and non-transferable license during the License Term for one (1) Authorized User to install on Compatible Hardware and access and use the object code version of the Ekahau AI Pro Software, as applicable, and the Documentation within the Territory solely for Your internal operations or in connection with Your regular business operations as a Systems Integrator and in accordance with the Documentation (“License”). For the avoidance of doubt and without limiting the foregoing, only one (1) Authorized User shall be permitted to use the Software per License purchased. Sharing, lending and/or allowing another individual besides the Authorized User to use the License is prohibited. An Authorized User shall be permitted to install and Use the Software on more than (1) instance of Compatible Hardware, provided that all such instances of Compatible Hardware are solely being used and accessed by the Authorized User.

3. License Term. The License term hereunder is perpetual (subject to Your compliance with this Agreement) (“License Term”).

The Following Sections 4 and 5 Apply Solely to Ekahau AI Pro Online, Ekahau Survey, Ekahau Analyzer, Ekahau Cloud, Ekahau Capture, Ekahau Insights, Ekahau Optimizer, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, and Ekahau Private 5G:

4. Subscription. Subject to payment of the applicable fees in Your Order Form and continuing compliance with this Agreement, including but not limited to the Limitations of Use set forth in Section 13 below, Ekahau grants You a subscription during the Subscription Term for one (1) Authorized User to install or access, as applicable, on Compatible Hardware and access and use the object code version of the Ekahau Connect, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, Ekahau Insights, Ekahau Optimizer, and/or Ekahau Private 5G Software and the Documentation within the Territory solely for Your internal operations or in connection with Your regular business operations as a Systems Integrator and in accordance with the Documentation (“Subscription”). Unless otherwise provided herein, in the applicable Order Form or Documentation, Ekahau Connect, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, Ekahau Insights, Ekahau Optimizer, and/or Ekahau Private 5G Software is purchased as a subscription. For the avoidance of doubt and

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5. Subscription Term. The term of the Subscription commences on the date Ekahau Connect, Ekahau Plan, Ekahau Measure, Ekahau Measure Pro, Ekahau Software Suite, Ekahau Insights, Ekahau Optimizer, and/or Ekahau Private 5G Software is made available to You and continues for a period of one (1) year (“Subscription Term”) unless You renew by paying to Ekahau the applicable fees.

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Warranty: <https://www.ekahau.com/legal/ekahau-hardware-limited-warranty/>.

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8. Ookla® Speedtest® SDK The Ookla® Speedtest® SDK is embedded into Ekahau Analyzer. This tool enables You to test the speed, latency and other primary network characteristics of Your TCP/IP network connections and be provided with the results. Use of this tool is subject to Ookla's Privacy Policy located here: <https://www.speedtest.net/about/privacy>. By using the tool, You agree that Your data will be shared with and processed by Ookla as set forth in its privacy policy. As part of this integration, Ekahau will receive the following data points from Ookla related to these tests: device information (brand, hardware, model, device manufacturer, device OS, chipset, chipset Manufacturer, Android API and IP address), RF information (RSRP, RSRQ, RSSI, RSSNR, EARFCN, CQI, Cell ID, SS-RSRP, SS-RSRQ, SS-SNR, CSI-RSRP, CSI-RSRQ, CSI-SNR and cell ID), WIFI information (BSSID, MAC address, signal strength and security), network information (network type, ISP, SIM provider, network provider), and geolocation (latitude/longitude and altitude). . This data will be used by Ekahau for the following purposes: (i) to provide the Software; (ii) for internal analysis; and (iii) for product development and improvement purposes. Your results will be viewable in Your Software account, and such results may be shared by You only with other user(s) that also have active Software Licenses/Subscriptions. Such results may be unshared with such user(s) by You via settings in Your account.

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- h. engage in any action which modifies, falsifies, misrepresents, alters or interferes with the Software;
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- j. use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- k. use the Software to store or transmit malicious code,
- l. use the Software that is licensed or subscribed to for a specific device, whether physical or virtual, on another device, unless expressly authorized by Ekahau in writing; or
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- c. Unless otherwise provided in the Documentation, if any, make and Use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

16. Maintenance and Support. Ekahau may agree to provide You with technical assistance and support ("Maintenance and Support"), including Upgrades, pursuant to a separate Maintenance and Support Agreement. Fees payable to Ekahau for Maintenance and Support and any Upgrades shall be specified in Your Maintenance and Support Agreement, if any. Access to resources on the Ekahau website training page (<https://www.ekahau.com/training>) is free.

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date of Your License or Subscription. Failure to maintain a continuous Maintenance and Support Agreement including Upgrades terminates the right of transfer granted in this Section 23. Each License or Subscription may only be activated and used on or for a single device and therefore once a License or Subscription is transferred to a different device the Software must be deactivated on the original device.

24. Audit. If you are a business, company, or organization, You agree that, in addition to any License or Subscription compliance checking performed by the Software, Ekahau or its authorized representative have the right, during the Your License Term or Subscription Term and for a period of two (2) years after its expiration or earlier termination, no more than once every twelve (12) months, upon reasonable advance notice, during Your normal business hours, to inspect Your records, systems, and facilities to verify that Your and Your Authorized User's use of any and all Software is in conformity with valid Licenses and/or Subscriptions from Ekahau and this Agreement. Additionally, You agree to provide Ekahau with all records and information requested by Ekahau in order to verify that Your and your Authorized User's use of any and all Software is in conformity with valid Licenses and/or Subscriptions from Ekahau within thirty (30) days of Ekahau's request.

25. Federal Government End Users. Ekahau provides the Software, Documentation and Product(s) that may be delivered to a federal government end user, for ultimate federal government end use, solely in accordance with the following Government technical data and the License or Subscription related to the Software and Documentation includes only those rights customarily provided to the public as specified in this Agreement. This commercial License or Subscription is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFAR 252.227-7025 (Technical Data – Commercial Items) and DFAR 227.7202-1 through 227.7202-4 (rights in commercial Computer Software or Computer Software and Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Ekahau to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

26. Export Control. Ekahau Software, Products, technology, and services are subject to local and extraterritorial export control laws and regulations. You and Ekahau each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will

obtain all required local and extraterritorial authorizations, permits or licenses. You agree that You shall not permit Users to access or Use any Software in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea region of Ukraine). You represent and warrant that You: (i) are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) are not listed on any U.S. Government list of prohibited or restricted parties.

27. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Ekahau’s or its Affiliates’ employees or agents in connection with this Agreement. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Ekahau.

28. Confidentiality

28.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your data; Ekahau’s Confidential Information includes the Software and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement, any Maintenance and Support Agreement, all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

28.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and

its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement, any Maintenance and Support Agreement, or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

28.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

29. Data Processing Addendum. If the personal data of European Economic Area residents is shared between the parties under this Agreement, the parties agree to the terms of the Data Processing Addendum located at <https://www.ekahau.com/gdpr-dpa>.

30. Marketing Materials. During the License Term or Subscription Term, as applicable, you agree that Ekahau may include Your trademark and trade name in Ekahau's printed and/or electronic marketing materials and/or customer lists.

31. Survival. Any termination of this Agreement shall be without prejudice to the accrued rights of the parties under this Agreement. All provisions of the Agreement which by their nature are reasonably intended to survive the termination of the Agreement shall survive such termination.

32. Governing Law and Jurisdiction. If you acquired the Software from an Approved Source in a country or territory listed below, as determined by reference to the address on the Order Form or in the case of Evaluation Software, the address for which the Evaluation Software was registered, the

table below identifies the applicable law that governs this Agreement (without regard to any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this Agreement.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Canada, Mexico, Central or South America and the Caribbean	State of New York, USA	Federal and state courts located in New York County, New York, USA
Europe (As used herein, “Europe” means the European Economic Area which is the European Union (EU) and member states, Switzerland, Liechtenstein, Norway and Iceland and shall also include the United Kingdom following any withdrawal from the European Union, Russia, Turkey and any other country which has adopted and uses the Euro as its principal official currency), Middle East, Africa, Asia or Oceania	Laws of Ireland	Courts of Ireland
All other countries or territories	State of New York, USA	Federal and state courts located in New York County, New York, USA

The parties agree to submit to the exclusive jurisdiction of the courts identified in the table set forth above for the resolution of all disputes. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. In addition, no person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act of 1999. Regardless of the above governing law, Ekahau may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of Ekahau’s intellectual property or proprietary rights.

32. Notice. Except as otherwise specified in this Agreement, shall be in writing and shall be made at the address of the receiving party set forth on an Order Form. All notices by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier, fees pre- paid, and shall be deemed complete upon receipt. Notices sent by e-mail shall be deemed complete upon receipt. In the case of notices to Ekahau, a copy shall be sent to legal@ziffdavis.com.

34. Language. Headings. English language shall govern all documents, notices and meetings as well as any actions and awards relating to this Agreement. The parties agree that the English version of this Agreement will govern in the event of a conflict between it and any version translated into

another language. The captions to Sections in this Agreement do not form a part of this Agreement nor may they be used to assist in its interpretation.

35. Assignment. You shall not assign this Agreement or any of Your rights under this Agreement (directly, by operation of law, or otherwise) without the prior written consent of Ekahau, which consent shall not be unreasonably withheld; provided, however, that You may assign this Agreement upon notice to Ekahau: (i) to an Affiliate; (ii) to an acquirer of all or substantially all of the assets or equity, or (iii) in connection with a reorganization or merger. This Agreement will inure to the benefit of and be binding on the parties, their heirs, personal representatives, successors, and permitted assigns.

36. Waiver. No delay, neglect, or forbearance by either party in enforcing against the other Party any term or condition of this Agreement shall be, or be deemed to be, a waiver nor shall it in any way prejudice any right of that party under this Agreement.

37. Integration. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement entered into between Ekahau and You, this Agreement constitutes the entire agreement between the parties with respect to the License or Subscription of the Software and supersedes any conflicting or additional terms contained in any Order Form or elsewhere, all of which terms are excluded, regardless of any statement contained in the Order Form or elsewhere to the contrary.

The Following Sections 38, 39 and 40 Apply Solely to Catalyst:

38. Catalyst Subscription. Subject to payment of the applicable fees in Your Order Form and continuing compliance with this Agreement, including but not limited to the Limitations of Use set forth in Section 13, Ekahau grants You a subscription during the Catalyst Subscription Term for one (1) Authorized User to install or access, as applicable, on Compatible Hardware and access and use the object code version of the Catalyst Software and the Documentation within the Territory solely for Your internal operations or in connection with Your regular business operations as a Cisco Reseller Partner and in accordance with the Documentation (“Catalyst Subscription”). Unless otherwise provided herein, in the applicable Order Form or Documentation, the Catalyst Software is purchased as a subscription. For the avoidance of doubt and without limiting the foregoing, only one (1) Authorized User shall be permitted to use the Catalyst Software per Catalyst Subscription

purchased. Sharing, lending and/or allowing another individual besides the Authorized User to use the Catalyst Subscription is prohibited. An Authorized User shall be permitted to install and Use the Catalyst Software on more than one (1) instance of Compatible Hardware from the activation date of Your Catalyst Subscription and all such instances of Compatible Hardware are solely being used and accessed by the Authorized User.

39. Catalyst Subscription Term. The term of the Catalyst Subscription commences on the date Catalyst Software is made available to You and continues for a period of one (1) year (“Catalyst Subscription Term”), unless You renew by paying to Ekahau the applicable fees.

40. Use of Catalyst. Catalyst shall be used by Cisco Reseller Partners for sales quoting purposes only, and shall not be used for any other purpose, including without limitation, post-sales surveys, troubleshooting, or other post-sales Wi-Fi services. Wi-Fi plans created in Catalyst may only be shared with individuals who or legal entities that have valid Ekahau Connect subscriptions, as the Catalyst Software and Ekahau Connect allow.