

COMPANY A STANDARD LICENSE AGREEMENT (EULA)

This License Agreement including any Addendums, Exhibits or Schedules attached to it or as otherwise agreed between the Parties ("Agreement") is a legally binding agreement between either an individual or an entity using the Products namely ("Licensee") and Company. Licensor and Licensee are individually referred to as a "Party" and together as the "Parties".

LICENSEE, OR IF THE SOFTWARE WILL BE USED BY AN ENTITY, ON BEHALF OF THAT ENTITY, REPRESENTS AND AGREES THAT LICENSEE HAS THE LEGAL CAPACITY AND AUTHORITY TO ACCEPT THE AGREEMENT, LEGALLY REPRESENT AND BIND SUCH ENTITY, THAT LICENSEE HAS READ ALL TERMS OF THIS AGREEMENT, UNDERSTANDS THEM AND AGREES TO BE BOUND BY THEM; AND

LICENSEE UNDERSTANDS THAT, IF THE SOFTWARE LICENSE IS ACQUIRED THROUGH A RESELLER, THAT RESELLER IS NOT LICENSOR'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS ON LICENSOR'S BEHALF OR TO VARY THE TERMS OR CONDITIONS OF THIS AGREEMENT.

SCOPE

The Agreement covers the provision of the Product and related Services. Subject to the obligations recorded in this Agreement, Licensee shall be granted the rights for any Product, and Services purchased and recorded on an ordering document entered into with Licensor or in case of Indirect Distribution, for any Product, and Services purchased by a Reseller for the Licensee. Such ordering document will note the term, quantities, pricing and payment terms for such Software and Services.

In the event of a conflict between the terms of this Agreement and any ordering document, the terms of this Agreement will govern and control. The present Agreement shall prevail over any other agreement relating to the provision and use of the Products, unless an express amendment to this Agreement is made via an Addendum.

SECTION 2 DEFINITIONS

- (a) *"Addendum"* means any supplemental document signed between the parties to amend or add terms and conditions to this Agreement.
- (b) *"Affiliate"* means any legal entity that owns, is owned by, or is commonly owned by a Party, whereby *"own"* means having more than 50% ownership or the right to direct the management of the entity;
- (a) *"Device(s)"* means any personal computer or computerized system from which the Software is configured to, directly or indirectly, extract data;
- (b) *"Documentation"* means any user manuals and instructional guides provided by Licensor with the Product, which describe the installation, functionality and operational instruction sufficient to allow Licensee to use the Software;
- (c) *"Direct Distribution"* means the direct sale of Licenses and delivery of the Product to Licensee by Licensor;
- (d) *"Fees"* shall mean fees for the License Subscription and/ or fees for the Services as relevant in context of any provision of this Agreement;

- (e) *"Indirect Distribution"* means the sale of Licenses and delivery of the Product to the Licensee by a Reseller, as defined below;
- (f) *"Intellectual Property Rights"* or *"IP"* means all intellectual property rights throughout the world, whether existing under statute, at common law or equity, registered or unregistered, now or hereafter in force or recognized, including, copyrights, trade secrets, trademarks and service marks, patents, petty patents, inventions, designs, logos and trade dress, database rights, mask works, publicity rights, and privacy rights or any right in relation to the Software; and any application or right to apply for any of these rights and all renewals, extensions and restorations;
- (g) *"License"* means the license to use the Products in according with this Agreement, including without limitation in accordance with Section 3.
- (h) *"Company A Platform"* means Licensors' core component of the Products, composed of the Company A Collector, the Company A Engine (including Integration Module), the Company A Portal and the Company A Finder;
- (i) *"Company A Module"* means any optional component of the Product that enhances Company A Platform (but excludes any Scripts not provided by Company A for use with a Module), that may be licensed separately to Licensee against payment of the relevant Fee; Company A Modules cannot be licensed and used without Company A Platform;
- (j) *"Company A Customer Improvement Program"* means the improvement program put in place by Licensors to improve features of the Product based on the data collected in accordance with section 13 below, and to which the Licensee may voluntarily opt out through a setting modification in the Company A Web Console;
- (k) *"Personal Data"* means, unless defined otherwise by any law applicable to the Licensee, all information relating to an identified or identifiable person, including, when applicable, the Licensee itself, as defined within the Swiss Federal Act of 19 June 1992 on Data Protection (FADP). Any reference to the FDAP shall always also include a reference to the Ordinance to the FADP (the OFADP) and any other provision of the substantive Swiss data protection law;
- (l) *"Product(s)"* means Licensors' Platform, Documentation and Software, as well as Company A Modules when applicable;
- (m) *"Professional Services"* means consulting services, including project management, for assistance with implementation, configuration and training on use of the Products and any other related work carried out by the Licensors.
- (n) *"Services"* means any Professional Services, Support Services and/ or other services provided by the Licensee related to expertise and knowledge sharing (including any online services).
- (o) *"Reseller"* means a third party authorized by Licensors to sell Licenses and distribute the Products under the terms of this Agreement;
- (p) *"Revisions"* means any Software fixes, updates, and upgrades, improvement and new versions of the Software that Licensors provides to Licensee;
- (q) *"Support Services"* means the Support and Maintenance services for the Products as set forth in Section 8 and Exhibit A of this Agreement;
- (a) *"Script"* means a standalone configurable executable program (in Windows PowerShell) that supports the task automation (including any configuration management) and implements a particular operation.
- (r) *"Software"* means the software licensed to the Licensee by the Licensors, directly or through a Reseller, including Company A Platform, all Revisions, and any licensed Company A Modules.

(s) *“Territory”* means the country in which the Software is licensed for use.

SECTION 3 GRANT

Conditional upon payment of all applicable Fees and further conditional upon compliance by Licensee with all terms of this Agreement, Licensor grants to Licensee a personal, non-exclusive, non-sub licensable and non-transferable license to: (i) use the Products for Licensee’s own internal business purposes; (ii) access the Products on Licensor’s specific web site for licensing; and (iii) install the Products solely on Licensee’s internal systems, unless otherwise agreed in writing.

For the avoidance of doubt, Licensee may not install Products in cloud environments except where it has been granted explicit written permission by Licensor and confirmed in writing that such installation is done in compliance with security hardening guidelines provided by Licensor.

Licensee may not sell or transfer the Products or reproductions of the Products to third parties. Evaluation copies provided to Licensee may be used only for Licensee’s internal evaluation of the suitability of the Software and in no event for production use.

The right to use, access and install the Products is limited to the component of the Products licensed by Licensee. Furthermore, the Products are licensed under a per Device model and the exercise of the rights granted herein are limited to the quantity of Devices associated to the purchased License(s). Once allocated to a Device, Licenses may not be transferred to another Device, except when the original Device has been decommissioned.

Licensee may not create derivative works from, adapt, translate, reverse engineer, decompile, or disassemble the Software.

Further, Licensee is expressly prohibited from disclosure, copying, renting, sublicensing, leasing, or other distribution of the Software and Documentation in any manner. Licensee may not use the Software to conduct a service bureau or similar business for the benefit of other parties.

Additional rights, and in particular the right to use the Products on behalf of or for the benefit of a third party, may be expressly granted in a separate written agreement to a Licensor’s business partner acting as a Managed Service Provider.

SECTION 4 OWNERSHIP; COPYRIGHT

Title to the Products, and patents, copyrights and all other applicable property rights, shall at all times remain solely and exclusively with Licensor and Licensor’s third -party licensors, and Licensee shall not take any action inconsistent with such title. Any rights not expressly granted to Licensee herein are reserved to Licensor and Licensor’s third party licensors.

Licensee agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Products or which is visible during their operation or which is on any media. Licensee shall incorporate such proprietary markings in any backup copies made of the Products.

SECTION 5 PROVISION AND ACCESS

Upon receipt of a purchase order or any similar ordering document, the Products shall be provided to Licensee, subject to this Agreement, by electronics means and the rights granted under Section 3 shall be activated by the insertion on Licensors Company A Portal of a License activation key provided to Licensee by Licensors.

Upon the provision of each Product, an encrypted file containing information about the Customer ID, the ordering date, the list of licensed Company A Modules, and the appliance(s) machine(s) ID and the number of assigned Devices shall be activated. This file will be regularly updated via the online License management and assignment system provided to Licensee to reflect any modification of the License dates, the licensed Company A Modules, the number of assigned Devices or any other relevant information relating to Licensee.

Licensee shall be regularly informed of the status of its Licenses; in particular, Licensee shall receive automatic reminders with sufficient advance notice about the License expiration date in cases of Subscription Licenses as defined under Section 7 below, informing Licensee of the Subscription License termination or modification options.

SECTION 6 FEES & PAYMENT

In case of Direct Distribution, the Fees shall be paid by Licensee as set forth in the ordering document in accordance with Licensors payment policy set forth below. The payment policy can be updated by the Licensors from time to time, the most up-to-date policy shall be available on Licensors electronic payment platform. Any changes to the payment policy such as price change or change to payment terms, will also be communicated to the Licensee in accordance with Section 7 below. For the avoidance of doubt any change in payment policy will not impact any existing License term and shall take effect at the start of a new License term.

The Licensee who has been licensed the Products for a Subscription Term (as noted in Section 7 below) shall be subject to prepayment of annual Fees for the Subscription Term.

The Fees for any Renewal Term (as noted in Section 7 below) may be subject to adjustment. Licensee will be notified in writing of any applicable price changes ninety (90) calendar days prior to the expiry date of the Initial Term or any subsequent Renewal Term.

The Fees for Professional Services shall be agreed with the Licensors per the scope of work agreed between the parties. Such Fees shall be noted on the Professional Services quotation provided by the Licensee.

All Fees are due to be paid within 30 (thirty) days upon receipt of the invoice.

The Fees paid by Licensee are not refundable, even after termination of this Agreement between Licensors and Licensee.

Licensee shall be responsible for and shall pay, and shall reimburse Reseller or Licensors on request if Reseller or Licensors is required to pay, any sales, use, value added (VAT), consumption or other tax (with exception of taxes on Reseller or Licensors net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Products.

In case of Indirect Distribution, Fees shall be payable via the Reseller.

SECTION 7 DURATION AND TERMINATION

The Products are Licensable in a subscription model. Under subscription, the License is granted for a minimum of an initial duration (as specified on the Company A's quotation), for a fixed-term period and subject to early termination rights as noted in this Agreement (the "**Initial Term**"). Upon expiry of the Initial Term, the License(s) will renew automatically for consecutive one year periods, unless a longer Renewal Term is agreed in writing between the Parties ("**Renewal Term**"). The Initial Term and the Renewal Term together shall be referred to as the "**Subscription Term**" or "**Subscription**".

Either the Licensee or the Licensors may cancel a Subscription by notifying the other Party of the intent to not renew the Subscription in writing, at least sixty (60) calendar days prior to the expiration of the Subscription Term. If the Subscription Term is not cancelled as per above the Renewal Term will become effective automatically upon expiry of the previous Subscription Term. In case of Indirect Distribution, the foregoing cancellation procedure shall apply mutatis mutandis between the Reseller and the Licensee.

The Licensee's rights under the License will terminate automatically without notice if Licensee fails to comply with any terms of this Agreement, including, but not limited to, non-payment of the Fees or breach of the License granted under Section 3 or non-compliance with Section 4 above.

The Licensors may, at its sole discretion, choose to suspend the License grant for non-payment of Fees. In which case, it will send notification of suspension to the Licensee in writing. Upon such notification, the Parties shall endeavor to resolve the non-payment situation as soon as practical. If no resolution is reached between the Parties within 15 days from the date of initial notification of suspension or where Licensors is of the opinion that such a resolution is not practical, the Licensors will, without prejudice to any other rights or remedies it may have, terminate the Agreement by written notice to the Licensee.

Upon termination or cancellation of the License Subscription, Licensee shall cease all use of the Products, and destroy all copies, full or partial, of the Products.

SECTION 8 SUPPORT AND MAINTENANCE SERVICES

In case of Direct Distribution, Support Services shall be provided to Licensees that have licensed the Products under a Subscription License model at no additional cost beyond the Subscription Fees. The term of these Support Services is included with the Subscription License shall be the same as the Subscription Term and any applicable Renewal Term.

Licensees that have previously been granted the Products under a perpetual License may purchase Support Services separately on an annual basis. Such Support Services must be purchased for a minimum initial period of one (1) year ("**Support Services Term**"), subject to automatic renewal. The Support Services Term shall renew automatically upon expiry of the initial term provided for in the ordering document ("**Support Services Renewal Term**"), unless either the Licensee or the Licensors (or the Reseller, in the case of Indirect Distribution) has notified the other Party of the intent to not renew the Support Services in writing, at least sixty (60) calendar days prior to such expiration. If the Support Services Term is renewed, pricing may be subject to adjustment. Licensee will be alerted of any applicable price changes ninety (90) calendar days prior the expiry date of the Support Services Term or any subsequent Support Services Renewal Term.

Terms and conditions regulating the provision of Support Services are governed by Exhibit A, Company A Support and Maintenance, which is made a part of and incorporated by reference into this Agreement.

In case of Indirect Distribution, the provision of Support Services shall be governed exclusively by the agreement entered into between the Licensee and the Reseller and Licensor shall have no obligation to provide Support Services directly to such Licensees, unless agreed otherwise in writing by Licensor.

SECTION 9 LIMITED WARRANTY AND CONDITIONS

Licensor warrants that for a period of ninety (90) days after the delivery (as per Section 5) of the Software ("Warranty Period"), the Software will materially conform to the applicable Documentation. Licensee must make these warranty claims to Licensor within the Warranty Period.

NOTWITHSTANDING THE FOREGOING, EVALUATION OR TRIAL SOFTWARE, OPEN SOURCE, NOT-FOR-RESALE LICENSES AND ANY OTHER PRODUCT PROVIDED TO LICENSEE FREE OF CHARGE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

EXCEPT AS EXPLICITLY STATED ABOVE, LICENSOR AND ITS THIRD-PARTY LICENSORS MAKE NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE OR RESELLER SHALL CREATE A WARRANTY. LICENSEE'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE (i) FOR LICENSOR TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY DEFECTS COVERED BY THIS WARRANTY WITHIN A REASONABLE PERIOD OF TIME.

LICENSOR SHALL NOT BE LIABLE FOR ANY WARRANTY OBLIGATIONS AND DOES NOT WARRANT TO LICENSEE OR ACCEPT ANY OTHER OBLIGATIONS IN RESPECT TO ANY THIRD PARTY SOFTWARE, PROGRAM OR HARDWARE THAT MIGHT BE SUPPLIED BY LICENSOR IN THE CONTEXT OF THIS AGREEMENT. ALL WARRANTIES, CONDITIONS OF USE AND LIABILITIES, OF ANY KIND, EXPRESS OR IMPLICIT, IN CONTRACT OR OTHERWISE, IN RESPECT OF THIRD PARTY SOFTWARE PROGRAMS, INCLUDING AND NOT LIMITED TO CONDITIONS OF USE, QUALITIES, PERFORMANCE, SATISFACTORY QUALITY OR SUITABILITY FOR A SPECIFIC PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.

ADDITIONALLY, THIS LIMITED WARRANTY SHALL NOT APPLY IF (i) THE PRODUCTS ARE NOT USED IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION; (ii) PRODUCT DEFECT HAS BEEN CAUSED BY LICENSEE'S OWN SCRIPTS, INFRASTRUCTURE OR MALFUNCTIONING EQUIPMENT; or (iii) LICENSEE HAS MADE MODIFICATIONS TO THE PRODUCTS.

SECTION 10 LIMITATION OF LIABILITY AND INDEMNIFICATION

Nothing in this Section 10 shall limit or exclude Licensor's statutory liability (i) for fraud (ii) willful misconduct or (iii) for death or personal injury or (iv) any other liability which cannot be limited by law.

Subject to paragraph 1, Licensor's total liability in relation to this Agreement towards the Licensee, whether arising under contract, tort, or other cause of action, shall be limited to fees paid to Licensor by Licensee within the 12 months preceding the action giving rise to the claim.

SUBJECT TO PARAGRAPH 1, IN NO EVENT SHALL LICENSOR BE LIABLE FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFIT (INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT ON CONTRACTS), LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR ANY INDIRECT DAMAGES, EVEN IF LICENSOR IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Licensee is fully and solely responsible and liable for the installation and use of the Products, and for the strict compliance of such installation and use with applicable law, including but not limited to data protection and copyright laws and for compliance with sections 3 (Grant) and 4 (Ownership); Copyright). Licensee will indemnify and hold Licensor harmless from and against all liability, loss, cost, damage or expense, including reasonable attorney's fees, arising from breach by Licensee of sections 3 and 4 or from Licensee's installation or use of the Product and Services, including any claims made by Licensee's customers or other third parties.

SECTION 11 CONFIDENTIALITY

Licensee acknowledges and agrees that the Software and information provided to Licensee by Licensor which is either marked as being confidential or which, due to the nature of such information or the circumstance under which it was disclosed, ought reasonably to be treated as confidential information of Licensor, all constitute "Confidential Information" and agrees that it shall not use such information except as expressly permitted by this Agreement, nor disclose such information to others except where expressly permitted in writing by Licensor or required by law to do so. Licensee agrees to take any and all necessary precautions to avoid disclosure and misuse of the Confidential Information. Licensee will promptly disclose to Licensee any breach of its obligations under this section and take all necessary actions to remedy such breach.

Licensee warrants that its representatives, agents, employees, and consultants shall comply with the obligations of confidentiality set forth in this Section 11.

The obligations stipulated in this Section 11 shall survive the expiration or termination of this Agreement or any Licenses acquired hereunder, regardless of the reason for termination.

SECTION 12 THIRD PARTY AND OPEN SOURCE SOFTWARE

The Products contain code, objects and other intellectual property developed by and licensed from third party licensors, and incorporated into the Products ("Embedded Third Party Software"). The terms and conditions associated with such software are expressly stated in the Products, and Licensor herewith passes through to Licensee any warranties provided in such terms and conditions. Nothing in this Agreement shall restrict, limit or otherwise affect any rights or obligations that Licensee may have, or conditions to which Licensee may be subject, under any applicable open source licenses to any open source code contained in the Software.

SECTION 13 DATA

Licensee understands that, by installing and/or using the Products, certain information about the Licensee, any users of the Licensee IT environments on which Products are deployed, and such Licensee IT environments ("Collected Data") is collected by Licensor for the purpose of delivering its *Company A Customer Improvement Program*.

Collected Data includes non-personal technical information including (without limitation) the following: 1) items sent to deliver product features through the Company A Library including (depending on the purchased modules) used applications, visited web domains, installed packages, devices and engines statistics; 2) items sent for product updates and usage statistics including product versions and usage frequency; 3) items sent for License administration purposes including identifier codes for Licensee's current rights to use Products; and 4) where Licensee is participating in the Company A Customer Improvement Program, anonymized and non-anonymized data (excluding any Person Data) related to used product features and Company A appliances performance. Further

information on the particular Collected Data transferred by Products is contained in the Documentation, as well as information on the location of Opt Out election fields within the Products.

Collected Data is used solely for the purposes of providing the services purchased, supporting the Products and overall improvement of the Products. All Collected Data will be used, processed and stored as confidential information. Licensee and Licensor agree that wherever possible the Collected Data will be anonymous.

Collected Data will be transferred, processed, and stored by Licensor or its Affiliates in Switzerland or the European Union, except for anonymized Customer Improvement Data which might be stored in other countries.

SECTION 14 COMPLIANCE

Licensor may, at its expense and no more than once every twelve (12) months, appoint its own personnel or an independent third party (or both) to verify that Licensee's use, installation, or deployment of the Software and any Services comply with the terms of this Agreement. Any verification may include an onsite audit conducted at Licensee's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Licensee's business activities. If the verification shows that Licensee, its Affiliates or third-party contractors of Licensee or its Affiliates are deploying, installing or using the Software or Services beyond the quantity that was legitimately licensed; or in any way not permitted under this Agreement, so that additional fees apply, Licensee must pay the additional license fees at Licensee's then-current, country-specific list price, within 30 days of invoice date. If use, deployment, or installations exceeds 5% of the legitimately licensed amounts, Licensee must pay Licensor's reasonable costs of conducting the verification, in addition to paying the additional fees.

SECTION 15 ASSIGNMENT

Neither this Agreement nor any of Licensee's rights, Licenses or obligations hereunder may be assigned or delegated by Licensee to any third party, including without limitation in connection with a merger, acquisition, reorganization, outsourcing, change of control or under any other circumstance without the prior written consent of Licensor. Any such purported assignment or delegation shall be void and of no effect and shall constitute an incurable breach of this Agreement resulting in the automatic termination of this Agreement and all rights and Licenses granted to Licensee hereunder.

SECTION 16 FORCE MAJEURE

Licensor shall not be liable for any breach of this Agreement due to any circumstances outside Licensor's reasonable control including, but not limited to, acts of God, fire, acts of Government, war, military operation or riot, accidents, embargo, industrial actions, terrorist threat, hereinafter referred to as "Force Majeure". In case of Force Majeure, Licensor shall notify the Licensee in writing providing it with all relevant information thereto.

SECTION 17 WAIVER AND SEVERABILITY

The waiver by a Party of one breach or default by another Party under this Agreement will not constitute the waiver of any subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

If any court or competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

SECTION 18 EXPORT AND IMPORT COMPLAINE

In the event Licensee exports the Software from the country in which Licensee first received it, Licensee assumes the responsibility for compliance with all applicable import, export and re-export regulations, including but not limited to any regulations of the Office of Export Administration of the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. Agencies and the export control regulations of the European Union and the Country of Switzerland. Licensee acknowledges and agrees that the Software shall not be used, nor any of the underlying information or technology included therein, transferred in any manner to countries that are presently under embargo by the United States, Switzerland, and/or the European Union. Licensee agrees to comply strictly with all applicable laws and assumes sole responsibility for obtaining licenses to import, export or re-export as may be required.

The Software may use encryption technology that is subject to export licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-744 and Council Regulation (EC) No. 1334/2000, in each case, as may be amended from time to time.

Licensee represents and warrants to Licensors that Licensee will not use the Software or any portion thereof in violation of applicable laws or regulations, and Licensee agrees to indemnify and hold Licensors harmless from and against claims, losses, costs, or liability arising in connection with Licensee's breach of this Section.

SECTION 19 LICENSEE RESPONSIBILITY

Licensee is responsible for all acts and omissions of its Affiliates or any person or entity that Licensee is permitted under this Agreement to allow the use of, or access to, the Software and Services.

SECTION 20 GOVERNING LAW AND JURISDICTION

This Agreement and the License shall be governed by and interpreted according to Swiss substantive laws and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Canton de Vaud, Switzerland.

SECTION 21 EQUITABLE RELIEF

Licensee acknowledges that Licensors' rights in and to the Products are unique and that financial remedies will be insufficient to compensate Licensors for any infringement of such rights. Licensors shall be entitled to seek injunctive and other equitable relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other remedy that may be available.

SECTION 22 ENTIRE AGREEMENT

This Agreement hereby cancels and fully replaces any previous license agreement entered into between Licensors and Licensee, in particular agreements regulating the use of previous versions of the Products.

This Agreement constitutes the entire understanding between Licensors and Licensee with respect to the subject matter hereof and supersedes any prior representations, statements or warranties given by either Party. Any change to the terms of this Agreement must be in writing and signed by both Parties. Terms and conditions presented in any ordering document or purchase order that differ from,

conflict with or are not included in this Agreement, unless signed by a duly authorised representative of the Licensor, shall not become part of this Agreement.

SECTION 23 MARKETING

Subject to the warranties given in rest of this section, Licensee accepts that Company A can use the Licensee's trading name, brand name or logo strictly for Company A's marketing purposes marketing purposes; e.g., customer testimonials, success stories, presentations, or mentions of Licensee as user of Software. Company A warrants that it will not deface, modify or misuse in anyway any brand name or logo of the Licensee. Company A further warrants that it will only publish any business case, customer study or testimonial or such similar content with prior written approval of the Licensee.

SECTION 24 THIRD PARTY RIGHTS

Other than the Parties to this Agreement, no other party has the right to enforce rights or obligations under this Agreement upon either Party.

SIGNATURE

Each Party warrants that this Agreement is executed by its duly authorised representative to be effective as of _____, 20....

For Licensor

Signature:

Name: Pedro Bados

Title: CEO

For Licensee

Signature:

Name: _____

Title: _____

EXHIBIT A

COMPANY A SUPPORT AND MAINTENANCE AGREEMENT

IN CASE OF DIRECT DISTRIBUTION THIS EXHIBIT A TO THE AGREEMENT SHALL BE BINDING BETWEEN LICENSOR AND A LICENSEE DIRECTLY IN CASE OF DIRECT DISTRIBUTION. WHERE LICENSEE HAS PURCHASED THE SUPPORT SERVICES THROUGH A RESELLER SUCH RESELLER WILL BE RESPONSIBLE FOR DELIVERY OF THE SUPPORT SERVICES TO LICENSEE UNLESS COMPANY A HAS AGREED TO PROVIDE SUPPORT SERVICES DIRECTLY TO THE LICENSEE.

All provisions of this Company A Support and Maintenance Agreement are subject to the Company A Support Policy, as revised from time to time and available on the website.

SECTION 1 DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meaning:

- (a) *“Error”* means any failure of the Software to confirm in any material respect to its published specifications;
- (b) *“Company A Appliances”* means each one of the physical or virtual servers provided by the Licensee to run the Company A Engine and/or the Company A Portal;
- (c) *“Company A Support Policy”* means the published policy of Company A with regard to Support of the Software, which details the *End of Life* policy and is subject to change from time to time.
- (d) *“Company A Support Portal”* means the online support platform to which Customer is given access following the entry into force of this Agreement that can be found at the following address: <https://support.Company A.com>;
- (e) *“EULA”* means the Company A Standard License Agreement
- (f) *“Updates”* means new versions of the Software that may be released by Company A from time to time in its sole discretion, other than a version that includes substantial new functionality as compared to the version already in use by Customer or which is intended for use with a different operating system or different equipment to that with which the Customer is licensed to use the Products.

Capitalized terms not defined herein shall have the meaning assigned to them in the EULA.

SECTION 2 TERM

For Customers that have been granted the Products **under a Subscription License**, the term of this Agreement shall start simultaneously to the License grant and shall continue for the duration of the License Subscription Term as defined in Section 7 of the EULA.

For Customers that have previously been granted the Products **under a perpetual License**, the term of this Agreement shall start on the date mentioned on the purchase order confirming the subscription of Support Services and shall continue for the duration of the term purchased (the “Support Term”), which shall in any case not be shorter than a period of twelve (12) months and thereafter as defined in Section 7 of the EULA.

SECTION 3 SUPPORT SERVICES

(A) General description of Support Services

During the term of this Agreement, unless provided herein to the contrary, Company A shall provide Customer with the Support Services to the Customer and shall generally consist in supporting the operational activities of Customer to allow the availability and functionality of all Company A Products at the agreed levels.

The Support Services are available for all Company A Products under the conditions set forth in this Agreement. The Support Services comprise the following components:

1. Recovery in case of failure
2. Software maintenance and Error correction
3. Software Updates
4. Telephone support - Helpdesk
5. Full access to Company A Support Portal

(B) Updates

Periodic Updates to Software shall be provided by Company A to the Customer electronically. Company A shall have sole discretion on when or whether to release Updates. If the Customer’s network configuration prevents Company A from electronically updating the Software, Company A will notify the Customer whenever a Software Update is available, and shall make the Update available to the Customer for download through Company A Support Portal.

SECTION 4 SERVICE LEVEL

(A) Error Correction

Company A shall use commercially reasonable efforts either to correct or provide instructions for circumventing any verifiable and reproducible Errors discovered in the Products when properly reported to Company A in accordance with the reporting mechanisms defined below.

Customer may report Errors regarding the Software using electronic mail to the Support department at support@Company A.com or by reporting such Errors directly via the Company A Support Portal. Errors may also be reported by phone in emergency cases impacting the Customer’s business process only.

Following the receipt by Company A of any Error notification during the support hours, which, for Level 1 Support is available twenty-four (24) hours a day, 365 days per year, and for Level 2 and higher Support is available between 8:00 a.m. and 6:00 p.m. CET/CEST, Monday to Friday, Swiss bank holidays included (the « **Support Hours** »), Company A shall acknowledge receipt of such notification by creating a new file in the Company A Support Portal in which the following information shall be

mentioned: (i) the name of the person to whom the case has been assigned within Company A, (ii) the status of the Error, (iii) the Error's priority level, and, as soon as practicable (iv) the proposed next steps towards Error correction with their targeted timeframe.

Reported Errors have to be reproduced by Company A prior to being assigned a priority level:

- Priority 1: Urgent process
The reported Error is a defect of general application that results in Customer being unable to use the Software. Company A shall use best efforts to commence remedial action for Priority 1 defects within twelve (12) working hours from the receipt of the Error notification.
- Priority 2: Short Term process
The reported Error is a serious defect that results in significant production reduction or in the disability of a portion of the functionality. Company A shall use reasonable commercial efforts to commence remedial action for Priority 2 Errors within forty-eight (48) working hours from the receipt of the Error notification.
- Priority 3: Scheduled process
Any other reported Error. Company A shall use reasonable commercial efforts to commence remedial action for Priority 3 Errors within two weeks after receipt of notice of the defect. LICENSEE will be informed about whether the defect/error will be remedied or corrected in a subsequent version of release or in the form of a generally issued defect remedy or correction.

To facilitate Error correction, Customer shall make every reasonable effort to send an example from the run where the Error occurred or shall grant Company A a secured access to the Licensed Products together with a listing of the related input, where reasonably appropriate, and a written explanation of where Customer believes the error may lie.

(B) Telephone support – Helpdesk

Company A shall provide reasonable telephone technical assistance twenty-four (24) hours per day, 365 days per year, such assistance being limited to: (i) technical problems that are not Errors; and (ii) user manual interpretation.

Should Company A identify in the course of the telephone communication that Customer is reporting an Error, Company A shall inform the Customer that the correction services cannot be provided by phone and that a new Error file shall be opened within the Company A Support Portal in accordance with section 4 (A) above.

(C) Other Support Services

Any other Support Services listed under section 3 above shall be provided to Customer during the Support Hours and Company A commits to make commercially reasonable efforts to maintain sufficient qualified personnel at all times to provide such Support Services.

SECTION 5 EXCEPTIONS TO SUPPORT SERVICES

Company A shall have no obligation to provide Support Services in relation to queries or Errors arising because of or in relation to any of the following cases:

i) changes made to Software, except if those changes have been authorised by Company A in writing by a duly authorised representative of Company A (for eg head or VP of concerned department);

ii) use of Software not in accordance with documentation;

iii) Errors caused by products or Scripts other than, or those included with, the Software, i.e. the Customer's or end user's own hardware, operating system, scripts, network infrastructure etc.; or

iv) use of versions of the Software which are older than the current and most-recent previous version, as further detailed in the Company A Support Policy. A major version is supported up to one year after the release of the next new major version. Company A generally supports two major versions at any given time.

Company A may charge at its regular billing rates, as communicated to Customer upon request and as may be amended from time to time by Company A in its sole discretion, for support provided for Errors or other queries caused by or in relation to the abovementioned exceptions.

SECTION 6 CUSTOMER'S OBLIGATIONS

(A) Customer's cooperation

Company A's obligations under this Agreement are subject to Customer providing Company A with full, good faith co-operation and such information as may be required by Company A in order to render the Support Services. Company A will provide Customer with the current problem documentation and support procedures. Customer shall supplement or modify its operating methods as reasonably required to make effective use of the Software and Support Services.

(B) Technical contact

Customer shall designate by written notice to Company A a primary and secondary technical contact (Name, Title, email, Cell Phone at minimum) that shall be the sole interface with Company A. Customer may designate replacements for the designated individuals, so long as it does so in writing before the newly designated employee seeks Support Services from Company A.

Failure to provide such notice may result in Customer's designated individual being denied access to the Support Services until such time as written notice is received by Company A.

The written notifications provided in this section 6 may take place via Customer's personal account in the Company A Support Portal that is activated upon the entry into force of this Agreement and that can be requested through: www.Company A.com/support.

(C) Remote access

In order to facilitate problem reproduction and fixing, and as per its duty to collaborate with Company A, Customer acknowledges that Company A may require remote access to any of the Company A Appliances (as defined in the Company A Standard License Agreement) that are part of the Software installation. Such a secured access will be granted and given by Customer to Company A's designated technical staff upon request for problem reproduction, diagnosis, test, follow up or anything that might be needed to facilitate identification and speedy resolution of an Error.

This procedure may be used only if the issue cannot be documented and solved locally or on Customer's site. Customer shall not be obliged to fulfill such request, in which case however Company A shall no longer be bound by the service levels as defined under section 4 above.

SECTION 7 TERMINATION AND EFFECT OF TERMINATION

For Customers that have been granted the Products **under a Subscription License Agreement**, this Agreement shall be terminated simultaneously to the termination of the Subscription License Agreement entered into between the Parties.

For Customers that have been granted the Products **under a perpetual License Agreement**, this Agreement shall terminate at the end of the Support Term. In case of such termination, occurring during the continuity of the perpetual License, Customer may at a later stage re-subscribe by paying a reinstatement fee corresponding to the Fees due for the period during which Customer was no longer bound by a Maintenance and Support Services agreement while still using the Products under the perpetual License agreement.

Notwithstanding anything to the contrary contained herein in this section 9, Company A may terminate this Agreement with immediate effect, if the Customer failed to pay the Fees or failed to carry any of its obligations under the present Agreement, and if the Customer has not remedied to its failures within thirty (30) days from being notified by Company A of such failures.