

Digazu - AWS License Agreement

This is a legally binding agreement. By executing any Order Form that incorporates the terms of this Agreement or by signing this Agreement, You agree to be bound by the following terms and conditions. This Agreement governs Your use of the Software and Our provision of Technical Support. By entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to both use the Software and to bind the Customer to these terms and conditions. By entering into this Agreement, You consent to the terms of this Agreement and agree to use the Software only during the defined License Terms According to the terms of this Agreement.

1. DEFINITIONS

1.1. For the purpose of this Agreement, the following terms shall have the meaning described below:

Affiliate: means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with one of the parties to this Agreement.

Agreement: This agreement as well as any addendum and schedule together with any such order form and executed order(s)

Confidential Information means any information that is confidential by nature or may reasonably be considered commercially sensitive, disclosed by or on behalf of a Disclosing Party during the term of this Agreement. The confidential information is including, but not limited to, (i) the research and development projects as well as their connected data, formulations, design, products, processes, supplies, and manufacturing methods (ii) Intellectual Property, know-how, trade secrets and other proprietary rights (iii) technical, operational, financial and performance information (iv) cost and pricing data, master files, sales plans, customer lists, quotations, offers, business plans, and customer data and client and prospect information (vi) notes, analysis, compilations, interpretations, memoranda or other documents prepared by the Receiving Party or its Representatives which contains or reflects, in whole or in part, any Confidential Information of the Disclosing Party.

Intellectual Property Rights: shall mean worldwide, common-law and statutory rights associated with (i) patentable inventions, patents and patent applications, divisions, continuations, renewals, reissuance and extensions, thereof, (ii) copyright, copyright applications and copyright registrations and moral rights (iii) right to the database (iv) trade and industrial secrets and Confidential Information, (v) trademark, trade names, service marks, and logos (collectively "Trademarks"), and (vi) industrial designs and models.

License Term: means the period of time that the License is granted to the Customer specified in the Order Form commencing from the effective date of the Order Form.

Order Form: means the form annexed to this Agreement or any similar commitment agreed upon by both Parties.

Personal Data: means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that Client chooses to provide to EURA NOVA (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or

(c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

Representative: means either parties’ staff, agents, and subcontractors

Software: means computer programs, owned or distributed by Us as well as documentation or any update acquired through technical support that You may install on equipment owned or operated by You.

Technical Support: means services provided by Us to You for the maintenance, patching, fixing, updates, and upgrades to the Software.

2. LICENSE

- 2.1. When You sign an Order Form or any similar form, We grant You a non-exclusive, non-transferable, non-sublicensable, non-cancelable license to use (License), in object code format, the Software as described in the Order Form exclusively for the purposes identified in the Order Form for the License Term subject to the terms of this Agreement and the Order Form.
- 2.2. You may only perform the installation of the Software on one environment. Additional installations or quantities of the Software require additional Licenses. You cannot copy the Software.
- 2.3. You may only create up to 20 sources and targets. Additional sources and targets can only be created with custom Licenses. Please contact us if you would like to create more than 20 sources and targets.
- 2.4. Software shall be used solely for the internal data processing and computing needs of You and Your Affiliates in accordance with the terms of this Agreement and the conditions of the applicable Order Form. The scope of use of the Software shall be limited to the purposes identified in the Order Form. You cannot make the Software available to unauthorised third parties. The Software may not be used for outsourcing or service bureau purposes or otherwise processing third party data for the benefit of any third party. You cannot sublicense, rent or lease the Software for third-party training or commercial time-sharing. You agree that You won't distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Software or any portion thereof, and shall not use the Software except as expressly permitted hereunder.
- 2.5. No third-party software that is provided with the Software may be used independently. Unless otherwise mutually agreed in writing and except to the extent required to obtain interoperability with other independently created software or as specified by law, You agree to not adapt, translate, reverse engineer, decompile or otherwise derive the source code for Software or any of the related features of the Software or to allow third parties to do so.
- 2.6. You cannot use the Software for benchmarking or other competitive purposes. You cannot upload, post, publish or create derivative works of the Software or to allow third parties to do so. You agree that You will not translate, port, modify, or make derivative works of the Software.

- 2.7. You shall fully indemnify and hold Us and Our affiliates harmless from any claims from third parties arising from Your and Your Representatives' non-compliance with Third-Party licenses.
- 2.8. We own all Intellectual Proprietary Rights, including all patent, copyright, trade secret, trademark and all other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, including custom modifications, to the Software and all other deliverables. We reserve all rights not expressly granted to You.
- 2.9. We have the right, on at least ten (10) business days' prior written notice and not more than once every twelve (12) months, to conduct an audit during Your normal business hours to verify Your compliance with the Agreement and deployment of the Software.

3. CONFIDENTIALITY

- 3.1. For purposes of this Agreement, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party".
- 3.2. The Receiving Party shall require and instruct all its employees, agents, and contractors who have access to Confidential Information to maintain the confidentiality of information, with a standard of care which shall be no less than the care it uses to protect its own information of similar importance.
- 3.3. The Receiving Party agrees that it will:
 - 3.3.1. not disclose Confidential Information to a third party without prior and written consent of the Disclosing Party.
 - 3.3.2. limit and control the number of and access to copies, extracts and reproductions of the Confidential Information.
- 3.4. The Receiving Party shall use the Confidential Information only for the purpose of this Agreement. The Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party.
- 3.5. The Receiving Party agrees, at its sole expense, to take reasonable measures to restrain its Representatives from unauthorised disclosure or use of the Confidential Information.
- 3.6. The above undertakings shall not apply to any Confidential Information which:
 - 3.6.1. is or becomes generally known to the public through no wrongful act on the part of the Receiving Party;
 - 3.6.2. the Receiving Party can show was in its possession at the time of disclosure otherwise than as a result of Receiving Party's breach of any legal obligation to the Disclosing Party;
 - 3.6.3. becomes known to the Receiving Party through disclosure by sources, other than the Disclosing Party, having the legal right to disclose such Confidential Information.

- 3.6.4. is required to be disclosed by the Receiving Party to comply with applicable laws or governmental regulations, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party, cooperates with the other Party in seeking a protective order, takes all reasonable and lawful actions to avoid and/or minimize the extent of such disclosure, and uses its best efforts to ensure that all Confidential Information so disclosed will be accorded confidential treatment.
- 3.7. The Disclosing Party is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, trade secret, trademark, domain name and other intellectual property rights therein.
- 3.8. Upon the termination of the collaboration between the Parties and/or upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information received by the Receiving Party hereunder (and all copies and reproductions thereof) within ten (10) days after receiving the request. In addition, upon any such request, the Receiving Party shall destroy all Confidential Information prepared by the Receiving Party or its representatives (and all copies thereof). Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.
- 3.9. The Receiving Party is liable for all breaches by its Affiliates, and Representatives whether external or internal, appointed or independent, arising out of the performance of this Agreement, whether these breaches cause direct or indirect damage to the Disclosing Party, or any other third party.
- 3.10. Upon breach of these confidentiality obligations, the Disclosing Party shall have the right to terminate all existing agreements with the Receiving Party without compensation.
- 3.11. The confidentiality obligations of the Parties shall survive any termination of this Agreement between the Parties, regardless of the reasons for such termination, for a duration of five (5) years unless otherwise agreed between the Parties.

4. Technical Support

- 4.1. Technical support for the standard AWS installation is provided on a best-effort basis. Please contact us if you need dedicated support.

5. FEEDBACK

- 5.1. If You provide Feedback, suggestion, and comments to Us regarding the use and functionality of the Software or Technical Support, You agree to grant Us the following worldwide, non-exclusive, perpetual, transferable, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any product, technology, service, specification or other documentation developed or offered by Us or any of our Affiliates ; (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of the Software or Our other products and services.

6. INTELLECTUAL PROPERTY INDEMNIFICATION

- 6.1. We will not indemnify You and We have no responsibility for any third party action that arises in any way out of any of the following: (a) any modification of the Software ; (b) any failure to implement updates to the Software as supplied by Us; (c) the combination, operation, or use of the Software with other programs, data or documentation; (d) any use of the Software that is not expressly permitted under this Agreement; (e) Your continued use of infringing Software after termination or after We supply a modified or replacement non-infringing Software according to Article 6.2.
- 6.2. If We think that the Software is likely to or do become the subject of a claim of infringement, then We may at Our sole option do one of the following: (a) modify or replace the Software to be non-infringing while preserving substantially equivalent functionality; or (b) terminate this Agreement and the License granted hereunder, accept return of the Software.
- 6.3. The foregoing states our entire liability and obligation, and Your sole and exclusive remedy, with respect to any infringement or claims of infringement by the Software, or any part thereof, of any patent, copyright, trade secret or other proprietary right.

7. LIMITATION OF WARRANTIES

- 7.1. With the exception of what has been agreed between the Parties, We provide no representation or warranties, whether express, implied, statutory or otherwise regarding or relating to as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Software. Software, including all EURA NOVA content is provided to You strictly on an “AS IS “ basis.

8. Security and Privacy

- 8.1. You are the sole data controller of data You process with the Software and You alone are responsible for compliance with any applicable laws with regard to the protection of personal data including the GDPR.
- 8.2. When the provision of Our Technical Support requires access to Personal Data, we solely process Personal Data according to Your instructions and for the purposes of providing You with such services.
- 8.3. We will not transfer Personal Data to any country outside the EEA which does not provide adequate level of protection to personal data, without Your prior written approval and only when appropriate data transfer mechanisms are in place.

9. LIMITATION OF LIABILITY

- 9.1. Except for what has been Agreed between the Parties in this Agreement, to the maximum extent permitted by applicable law, We hereby disclaim any and all liability for damages of any kind in connection with, or arising of, the Software and Technical Support services. In particular, without limitation, We and Our Affiliates shall in no event

be liable for any indirect damages, loss of profits, loss of use, business interruption, loss of data or for any punitive, special, incidental or consequential damage of any kind whether alleged as a breach of contract or tortious conduct or otherwise. These limitations will apply notwithstanding the failure of the essential purpose of any remedy.

10. TERM AND TERMINATION

- 10.1. This Agreement is entered into for a License Term and Shall renew automatically for a like License Term at expiration of the License Term, unless You inform us in writing Sixty (60) calendar days in advance expiration of the License Term of Your intention not to renew.
- 10.2. Either party has the right to terminate this Agreement and any and/or all rights granted under this Agreement upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.
- 10.3. Immediately upon termination for any reasons, the License granted hereunder and rights to use shall terminate, and You must stop using the Software. Within thirty (30) days after termination You will de-install the Software and all copies and (a) return the Software and all copies or (b) destroy the Software and all copies, and upon request certify in writing that they have been destroyed. We reserve the right to audit the compliance with the obligation of this clause subject to the conditions of article 2.9.

11. GENERAL PROVISIONS

- 11.1. Unless You notify Us within ten (10) days of acquiring the Software, We can include Your name in a public list of current customers who use Our Software, provided that (a) Your name is not highlighted and does not stand out in comparison to the names of other customers; and (b) We don't make any representation or attribute any endorsements to You without prior written consent.
- 11.2. This Agreement may not be amended except by a writing signed by both parties.
- 11.3. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assignees. We can assign, novate or otherwise transfer Our rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Our assets or voting securities or for bona fide restructuring purposes. You can assign this Agreement only with Our prior knowledge and consent.
- 11.4. This Agreement shall be governed by the laws of Belgium and any dispute will be submitted to the sole jurisdiction of the courts of Nivelles, Belgium, without regard to

conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorney fees and expenses incurred in connection therewith.

- 11.5. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 11.6. Each party acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations, including specifically but not limited to export laws . Each party warrants that, to the best of its knowledge no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage. Each party will fully indemnify and defend the other party, its Affiliates, officers, directors, agents and employees against any fees, fines, costs, expenses, liens, judgments or other liabilities that any such party may incur as a result of an actual, threatened or perceived violation of this provision.
- 11.7. We are an independent contractor, and Our personnel are not and shall not be considered employees or agents of Your company for any purpose whatsoever.
- 11.8. This Agreement, and any Order Form attached signed by the parties constitute the entire agreement between the parties with respect to the Software and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. You acknowledge that You have not relied on the availability of any future version of the Software or any future product in executing this Agreement.
- 11.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For the purposes of this Agreement, scanned and electronic copies of such signatures shall be considered as original signatures. This contract shall become effective as of the signature date of the last party to sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written