

ScaiData Software License & Services terms and conditions

These *ScaiData Software License & Services terms and conditions* (**Terms**) govern the access and/or use by you (**Customer**) from within any country in the world of our Software and Services, made available or provided, whether directly or via a third party (platform), to you under the applicable Offer(s), hereinafter together with these Terms referred to as **Agreement**, by us: ScaiData, a partnership under the laws of the Netherlands with its registered office at Biesbosch 225, floor 9, 1183JC Amstelveen, The Netherlands, registered at the Chamber of Commerce under number 68816944 (**ScaiData**).

All capitalized terms herein are defined in Section 24 (Definitions) or elsewhere in these Terms. Before using the Software and/or the Services, please read the Agreement. Customer must accept and agree with the Agreement before installing, accessing or using the Software and the Services. Once Customer executes the Offer or uses the Software or the Services, Customer agrees and is bound by all the terms and conditions of the Agreement.

1. License. Subject to the terms and conditions of the Agreement and the payment of the fees, ScaiData hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to install, to access and to use the Software and the Deliverables during the Period and the maximum number of Active Instances by the number of Users, for Customer's internal business operations.

2. License scope. The Offer specifies the type and scope of the license for the Software and the Deliverables, the maximum number of Users and the maximum number of Active Instances. Unless it is expressly permitted by the Offer, Customer will not and neither permit or authorize anyone the following: (a) to enable users to share, transfer, or reassign licenses in excess of the maximum number of Users; (b) to run a number of Active Instances larger than the maximum number specified in the Offer. If such number is not specified, then only one (1) Active Instance is allowed; (c) to use any technical means and/or other (external) software to exceed the maximum number of Users and/or Active Instances.

If Customer uses the Software and the Deliverables in excess of the specified metrics, Customer agrees immediately to report such additional usage to ScaiData and pay all additional fees due for the periods of time when Customer exceeded the scope of its license.

The Customer may increase the number of Users at any time by requesting and executing a new accepted Offer with its related pricing. In that case, the Period of this Agreement, as defined in Section 7, will not be changed, unless specified otherwise in the new Offer.

The Customer understands and agrees that the number of Users cannot be decreased at any time, unless a new Offer is executed at the end of the current Period.

Unless specified in the Offer, Upgrades are offered and charged separately through a new Offer.

3. ScaiData's ownership. The Software and the Deliverables constitute the intellectual property of ScaiData and is protected under intellectual property rights laws in the world, such as copyright laws and treaties. Except for the rights to install, access and use the Software and the Deliverables, as explicitly provided in this Agreement, ScaiData retains all right, title and interest, including all (intellectual property) (rights) - in the Software and the Deliverables. The Software and the Deliverables will not be deemed to be "work for hire". The Software and the Deliverables are licensed under limited terms and conditions and not sold to or bought by Customer. The Customer agrees that this Agreement does not convey any interest in or to the Software and the Deliverables, but only a limited right of use that can be revoked in accordance with the terms and conditions of this Agreement. Nothing in this Agreement constitutes a waiver of ScaiData's (intellectual property) rights under any law.

4. Restrictions. Except for express clauses of this Agreement, Customer shall not, and shall not allow others to cause or permit, amongst others: (a) to reverse engineer, decompile or disassemble any portion of the Software and the Deliverables; (b) to sell, sublicense, distribute, rent, lease, transfer the Software or the Deliverables or any portion of it; (c) to use the Software and the Deliverables for time sharing, hosting, service provider or similar purposes; (d) to disclose the results of any benchmark tests, evaluations, or any tests of the Software and the Deliverables to a third party without ScaiData's prior written consent; (e) to use the Software and the Deliverables to develop a similar or any product that competes with ScaiData (f) to remove copyright or other proprietary information of ScaiData.

5. Customer Data. Customer retains all rights to Customer Data, including the results of data analysis, created Dashboards and any other reports generated by the Software or Services. Customer Data may be imported by the Software and the Deliverables from Customer's different data sources and can be modified, deleted and transformed by the Users, using the Software or Services. Customer is required to have legal access to and is solely responsible for managing, creating duplicates (backups), securing and protecting all Customer Data. Under no circumstances, ScaiData is liable for any corruption, removal or leakage of Customer Data.

6. Data protection. Provided that Customer has provided ScaiData access to Customer Data, ScaiData will use reasonable procedural, technical and administrative safeguards to protect the confidentiality and security of the data. ScaiData will not use Customer Data except as required to provide the Support Services or the Professional Services. ScaiData will not disclose Customer Data except as required by law. Customer will remain solely responsible for protecting Customer Data, including any personally identifiable information, and Customer guarantees that disclosing Customer Data to ScaiData does not violate any applicable laws governing such data usage by ScaiData.

7. Period. The Period for the use of the Software and or any Support Services agreed upon will start on the Effective Date concerned and continue for the Period concerned as specified in the Offer, or for one (1) year if not specified. Each Period and thus the Agreement will automatically be renewed subject to the payment of the applicable fees after the initial or any subsequent renewed Period for a period of (1) year, provided ScaiData makes the Software and Support Services so long available, unless (a) either party provides written notice to the other party at

least two (2) months prior to the expiration of the previous Period; (b) it is expressly agreed upon otherwise in the Offer.

If Customer has been granted access to the Software or the Deliverables for evaluation purposes and no Offer has been executed: (i) the Effective Date of the Period(s) shall be the date ScaiData first makes the Software or the Deliverables available to Customer and the initial Period for evaluation purposes will be thirty (30) days; (ii) such initial Period may be extended for the duration set forth in an Offer; (iii) unless such initial term is so extended, all rights to access and use the Software or the Deliverables under these Terms will terminate with respect to Customer and its Users upon the expiration of such initial Period, and (iv) notwithstanding the first sentence of this paragraph, Customer may install, access and use the Software or the Deliverables only for evaluation purposes.

8. Warranty. The delivery of, the access to and the use of the Software and the provision of the Services are each and all provided on an "as is" basis, without any kind of warranty. ScaiData thus does not warrant amongst others that Customer's use and operation of the Software and the Deliverables will be uninterrupted; that the use and operation of the Software and the Deliverables will be error-free or secure; that it will be compatible with all of Customer's equipment or software configurations; that Software and the Deliverables are designed to meet all of Customer's business requirements; that the Software and the Deliverables will operate in the combinations which Customer may select for use or with any non-ScaiData products and services by Customer; and/or that all errors in the Software and the Deliverables will be corrected.

ScaiData is not obligated amongst others to correct errors caused by: unauthorized modification to the Software and the Deliverables, using the Software and the Deliverables in another way as described in the Documentation and/or use in combination of non-ScaiData software.

If Support Services have been agreed upon, ScaiData's sole liability and Customer's exclusive remedy for any Software's non-conformance shall be that ScaiData shall use commercially reasonable efforts to remedy any failure of the Software to materially conform to its Documentation, in accordance with the applicable terms of the Support Services (Section 18), provided that (i) Customer has complied with its payment obligations under this Agreement; (ii) Customer is not otherwise in material breach of this Agreement; and (iii) Customer notifies ScaiData in writing of the claimed failure promptly upon discovery and within the Period, with a specific description of the Software's non-conformance and ScaiData is able to replicate such non-conformance.

Only in the event the non-conformance is classified as Urgent or Critical (Section 18.6) and is not solved by ScaiData under the Support Services (if agreed upon) within two (2) months of Customer's written notice, Customer sole remedy is to terminate this Agreement and be refunded a pro rata portion of any paid fees.

For breach of its Support Services obligations, ScaiData entire liability and Customer's exclusive remedy, will be reperformance of the applicable Support Service at issue.

For breach of its Professional Services obligations, ScaiData entire liability and Customer's exclusive remedy, will be a refund of the paid fee for the Professional Services.

Any obligation and liability of ScaiData under the Agreement is disclaimed if (a) the Software or the Deliverable has been altered, modified, improperly installed, configured, or used on, with and/or in hardware, software, and browser environment or connected to data sources that are not supported by the Software or the Deliverables, as specified in the Documentation; and/or (b) the Software and/or the Services have been provided free of charge (for evaluation purposes).

9. Disclaimer. Licensor makes no warranties regarding the Software and/or its Services, whether implied, express or statutory, including, but not limited to, warranties of title, non-infringement, merchantability and fitness for a particular purpose.

10. Limitation of liability. Subject to the requirements and limitations applicable by law, and/or except in the event of (i) willful intent or gross negligence of a party or (ii) Customer's breach of its obligations and restrictions pursuant to Sections 2 (License scope), 3 (ScaiData's ownership rights); 4 (Restrictions) and 15 (Confidentiality), and without limiting the application of any exclusion or limitation of warranty and liability of ScaiData set forth in this Agreement, neither party (including its partners, directors, officers, employees, representatives, agents and suppliers) shall be liable to the other party or to any third parties for any indirect, special, consequential, collateral or incidental damages, including, without limitation, any damage or injury to business earnings; loss of profits, revenues, data, data use or goodwill arising out of this Agreement and/or the use of the Software and/or Services, even if the liable party has been advised of the possibility of such damages.

Subject to the requirements and limitations applicable by law, and/or except in the event of (i) willful intent or gross negligence of a party or (ii) Customer's breach of its obligations and restrictions pursuant to Sections 2 (License scope), 3 (ScaiData's ownership rights); 4 (Restrictions) and 15 (Confidentiality), and without limiting the application of any exclusion or limitation of warranty and liability of ScaiData set forth in this Agreement, in no case will the breaching party's (including its partners, directors, officers, employees, representatives, agents and suppliers) total maximum aggregate monetary obligation or liability for direct damages to the other party and any other party under any claim exceed the fees paid under the applicable Offer by Customer to ScaiData for the Software and/or Services that caused the breach or gave rise to the claim in the twelve (12) months preceding the event concerned.

The provisions of this Agreement fairly allocate the risks between ScaiData, on the one hand, and Customer on the other. Customer acknowledges and agrees that the pricing reflects this allocation of risk and the limitation of liability specified herein, and that ScaiData would not enter into this Agreement without such allocation and limitation.

11. Limitation of infringement indemnification. In case a third party claims that Customer's use of the Software or Services in accordance with the Agreement infringes upon such third party (intellectual property) rights, Customer shall (a) notify ScaiData in writing forthwith and completely of such claim, including all correspondence and details; (b) not respond to such claim without the explicit written consent of ScaiData; (c) stop immediately the use of the Software or

Services , and (d) grant ScaiData the sole control of the defense and/or settlement and (e) provide all reasonably assistance to solve the claim.

Only in case (i) Customer has complied with the above Section 11.(a) - (e); (ii) Customer has not breached one or more of its obligations under this Agreement; (iii) the third party claims are not based on or do not regard the Open Source Software (OSS) components of the Software or Services; and (iv) the Software or Services were not provided free of charge (as may be the case if provided for evaluation purposes) to Customer, ScaiData will indemnify Customer only as follows - and such will be Customer's sole remedies in case of such third party claim:

(a) ScaiData will try to solve the claim by modifying the Software or Service to eliminate the alleged infringement; and, (b) Customer may nevertheless terminate the Agreement, in which case ScaiData will refund the pro rata unused portion of the paid fees concerned.

ScaiData will not be liable for any damage (to be) suffered and costs (to be) incurred, by Customer and is not obliged to defend, indemnify and hold Customer harmless in any other way against such third-party claim.

In all other cases – such as but not limited to the case that the Software and/or the Services were provided free of charge – ScaiData does not have to defend, indemnify and hold Customer harmless for such third-party claim and for any damage (to be) suffered and costs (to be) incurred, by Customer.

Customer will defend, indemnify and hold ScaiData harmless from all damage (to be suffered) and costs (to be) incurred, by ScaiData as a result of a third party claim related (i) to the use of Customer Data and/or (ii) Customer's use of the Software and the Services in breach of the Agreement.

12. Fees and Payment. Customer will pay ScaiData the fees in the amounts and at the payment terms specified in the Offer. In case the payment terms are not specified in the Offer, all fees must be paid before the delivery of or the granted access to the Software and/or any Services are performed by ScaiData. The Customer will pay the fees due in euros (EUR) by means of bank transfer and any invoice is due within ten (10) days of the invoice date. All payments made hereunder are non-refundable, unless expressly specified in this Agreement. Customer is responsible for any sales, use, value added, withholding or similar tax and any charges, whether to be paid by ScaiData or Customer, except for ScaiData's income taxes. In case of a renewal of the Period (either automatic or not), ScaiData can increase the applicable fees of the Software and Services. In case the fees are increased by more than 2% (two percent) for each renewal term, ScaiData shall notify Customer thereof by means of (e-)mail to the (e-mail) address specified in the Offer at least two (2) months prior to the end of the previous Period.

13. Termination. An Agreement may be terminated by either party at any time prior to the expiration of the (initial or renewed) Period of the Agreement, if the other party fails to cure any breach of the Agreement within thirty (30) days of a written notice of such breach. Either party may terminate the Agreement if: (a) either party ceases operation without a successor or (b) any

proceedings are started by, for or against either party under any bankruptcy, insolvency, debtor's relief law or any comparable arrangement and are not dismissed within sixty (60) days.

In case of any kind of termination of the Agreement, Customer will (i) forthwith (a) stop using and (b) irrevocably destroy all (digital) copies of the Software and Deliverables and of all related documents and files, and (ii) provide a written confirmation to ScaiData within 10 working days after such termination that such destruction has been completed.

Sections 3 (ScaiData's ownership rights), 4 (Restrictions), 7 (License term), 8 (Warranty), 9 (Disclaimer), 10 (Liability), 11 (Indemnification), 13 (Termination), 14 (Non)Assignment), 15 (Confidentiality), 16 (Audit); 17 (Customer story); 20 (Force Majeure), 21 (Governing law and court), 22 (Notices), 23 (Amendments and counterparts), and 24 (Definitions) will continue in effect after any termination or expiration of this Agreement.

14. (Non)Assignment. This Agreement, including, but not limited to, all Customer's rights and obligations, may not be assigned or sublicensed by any party without the prior written consent of the other party, except that either party may assign this Agreement to an acquirer of all or substantially all of its business or assets. An assignee of Customer may use the Software and/or Deliverables and ScaiData only has to deliver the Services concerned to such assignee, only if Customer has assumed all of the obligations of this Agreement in writing to ScaiData prior to any such acquisition.

15. Confidentiality. Parties agree that all information disclosed by a party (Disclosing Party) to the other party (Receiving Party) that is either (a) identified by the Disclosing Party at the time of disclosure as confidential or (b) should be reasonably considered as confidential, given the nature of the information or given the circumstances of the disclosure, is confidential (Confidential Information).

15.1. The Receiving Party will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to the Receiving Party's employees or agents performing services for the Receiving Party's benefit that are subject to a non-disclosure agreement that protects the Confidential Information in a manner no less restrictive than this Agreement.

15.2. Information will not be considered Confidential Information and Section 15.1 will not apply (a) if the information is or was made public through no act or omission of the Receiving Party (b) is rightfully known by the Receiving Party prior to disclosure (c) rightfully disclosed to the Receiving Party by a third party without restriction of disclosure (d) is independently developed by the Receiving Party without access to Disclosing Party's Confidential Information.

15.3. The Receiving Party, if required by law to disclose any Confidential Information, will, to the extent permitted, promptly notify the Disclosing Party and cooperate with the Disclosing Party in any effort to oppose such disclosure or to obtain a protective order.

16. Audit. ScaiData may, at its own discretion, upon a thirty (30) days' notice and no more than once per year, perform periodic reviews and audits of Customer's use of the Software and

Deliverables and records to ensure the compliance with this Agreement. If the audit indicates a discrepancy in the fees payable to ScaiData of more than 5% in ScaiData's disadvantage, Customer shall pay ScaiData's reasonable audit expenses in addition to any additional fees.

On ScaiData's written request, but not more frequently than annually, Customer will furnish ScaiData with a signed statement verifying that the Software and the Deliverables are being used in full compliance with the terms and conditions of this Agreement.

17. Customer story. Unless otherwise agreed in the Offer, ScaiData may use Customer's name, logo and trademarks for creating content helping business development and marketing efforts that can be exposed to the public, including and without limitation on ScaiData's website. Further, shortly after the execution of this Agreement, the parties agree to work together in good faith to construct a case study, testimonial, press release or any marketing content of the successful cooperation if requested by ScaiData and unless the Offer specifies otherwise. Customer will have the right to approve each such release prior to its placement but agrees not to unreasonably withhold its approval.

18. Support Services. Besides the other terms and conditions of these Terms, also this Section applies if Support Services have been agreed upon by parties. If Support Services are agreed upon in the Offer, ScaiData will provide its Support Services to Customer during the Period, subject to the terms and conditions of the Agreement and the payment of the applicable fees. Customer is responsible for providing support to the Users. Support Services do not include training or consultation regarding the use, configuration or implementation of the Software or Deliverables.

18.1. Support Services, unless otherwise specified in the Offer: (a) will be provided remotely, using online interaction or through remote access to Customer's environment; (b) will include: (i) ScaiData community access; (ii) access to the Documentation; (iii) responses by e-mail to service requests if submitted by e-mail to support@scaidata.com and (iv) delivery and access to Updates (but no Upgrades, unless explicitly specified and agreed upon in the Offer); and (c) will be only provided during workdays (national holidays in the Netherlands excluded) from 09:00am - 17:00pm CET time and only in the English language.

18.3. ScaiData will try to execute its Support Services with reasonable care and efforts. The Customer accepts that there is no guarantee of the response time of ScaiData.

18.4. In order to facilitate and for the sole purpose of performing the Support Services, such as remote troubleshooting, in a timely manner, ScaiData may require from Customer: (a) login ids or contact details of the Users (b) access to potentially sensitive, private, confidential data and metadata of the data sources such as the size of Customer database, accounts, Users logs etc.; (c) other information and (d) (online) access to Customer's (digital/online) environment.

18.5. Customer Use. In order to minimize the burden of ScaiData's support obligations, Customer will use good faith efforts to minimize the effects of any Software problem consistent with industry standards, including (i) adequate testing prior to live usage and (ii) a review of Customer procedures at reasonable intervals. Customer also agrees to make provisions for the

backup of messages and data transmitted, received, generated or used in conjunction with the Software. ScaiData shall not be responsible for any loss or corruption of any such messages or data.

18.6. Issue severity - ScaiData will assign different priorities of answering to Customer's requests according to the following classification: (a) **Critical** - the Software is out of commission and causes complete loss of application functionality causing impact on business operations (b) **Urgent** - Users can continue using the Software, but its functionality is degraded and has significant impact on business operations (c) **Tolerable** - the Software is usable, but the issue is cosmetic, most operations are unaffected (d) **Questions** - requests for help or for documentation, general questions or suggestions for enhancement and product development, but operations are not affected.

18.7. ScaiData does not have to provide Support Services, if: (a) the Software has not been used: in a consistent manner according to the Agreement and/or the Documentation and/or with hardware, software and/or browser environment, as specified in the Documentation; (b) the Software has been modified, altered, or maintained by any party other than ScaiData; (c) any third party software that is required or used by Customer and interacts with the Software has been modified or updated in such a way that it breaks the compatibility with the Software; (d) mishandling, abuse, negligence, or misuse of the Software by Customer or any third party; (e) Customer has not followed the recommendations of ScaiData to upgrade, update or patch the Software; (f) after reasonable commercial efforts, ScaiData was not able to replicate the issue, error, or problem in ScaiData's environment; (g) ScaiData does not provide support for third party software or hardware and or issues (partly) caused by browser environment, hardware (including servers) and/or software, regardless whether offered as a service to and/or used by Customer and whether owned by ScaiData and/or another party; (h) Customer has not upgraded the Software more than one year after the availability of any Upgrade; and/or (i) the issues revealed are not Urgent or Critical.

18.8. ScaiData has the right to reclassify the priority level of issues, if there are any, at any time and to answer within a reasonable amount of time. ScaiData will use commercially reasonable efforts to resolve each significant failure, by providing, if possible: (a) a confirmation that the issue has been received and replicated; (b) a specific action plan of addressing the issue and an estimate of the efforts to solve the defect and/or (c) a reasonable Workaround, if there is any, or a fix that will be provided with a subsequent Update.

18.9. If the issues encountered by Customer have a severity requirement of being Urgent or Critical and such issues have not been resolved after a period of two (2) months since Customer's written notice, Customer has the option to terminate the Agreement and be refunded a pro rata portion of any pre-paid fees. This is Customer's sole remedy in such case.

19. Professional Services. Besides the other terms and conditions of these Terms, also this Section applies if Professional Services have been agreed upon by parties. Professional Services, the specific separate fees and other (additional) terms and conditions thereof have to be agreed upon in the separate Offer.

19.1. ScaiData might offer, but not limited to, the following services: (a) deliver deliverables defined and specified as **Deliverable(s)** in the applicable Offer; (b) deployment of the Software in Customer's environment; (c) setting up requirements, understanding Customer's needs or suggesting possible solutions that refer to Customer's use of the Software and the Deliverables ; (d) designing or creating Dashboards or Workflows; (e) provide training; and (e) other consultancy or development services. Unless specified in the Offer, any training will be charged separately. Any training must be mutually agreed by both parties for a certain time and location and medium (online/offline).

19.2. ScaiData will perform or might assign contractors to perform, with reasonable care and effort, the Professional Services.

19.3. Before the completion of the Professional Services, both parties may request modifications to the applicable Offer. Any such request must be made in writing and both parties will, in good faith, work together to make such proposals practical. Any such request must be agreed by both parties.

19.4. Offer will expire upon completion of the Professional Services, either: (a) after the Period specified in the Offer (if any) has expired or (b) ScaiData's effort, defined as maximum number of man hours (if stated in the Offer), has been reached; or (c) Customer has accepted that all Professional Services meet the terms and conditions of the Offer, in writing.

19.5. Customer acknowledges that ScaiData retains all rights, title and interest to all Deliverables. Notwithstanding the above, ScaiData solely grants Customer a non-exclusive license for the Deliverables which will be subject to the same terms and conditions as the license for the Software granted under this Agreement (Sections 2 – 7). No Support Services will be provided for any Deliverables, unless otherwise agreed upon in the Offer. If agreed upon the Support Services for the Deliverables will be provided during the Period of the Professional Services, as agreed upon in the applicable Offer.

19.6. Unless specified otherwise in the applicable Offer, the reasonable expenses incurred by ScaiData while performing the Professional Services will be reimbursed by Customer insofar as Customer has pre-approved any such expenses.

19.7. Customer bears the sole responsibility to properly test and verify the correctness and suitability of any Deliverables prior to expiration.

19.8. The Professional Services may be terminated by each party under the same terms as this Agreement and as specified in Section 13 (Termination). In addition, each party may terminate the Professional Services in case of a breach of any clause listed under this Section 19 that has not been remedied within thirty (30) days after a written notice has been given.

19.9. In the event of a conflict between the terms under this Section 19 and the other terms of the Agreement, this Section 19 will have precedence.

20. Force Majeure. Neither party shall have any liability under the Agreement, except for payment obligations, during any period the performance of a party is delayed, hindered or prevented by Force Majeure. In the event the period of impaired performance exceeds thirty (30) days, the Agreement may be terminated by either party and such termination will not be considered a termination due to breach. Customer's obligations as specified in Section 13 (Termination) will remain in force.

21. Governing law and court. The Agreement shall be construed and governed in accordance with the Dutch law. ScaiData has the option to choose the court in which any disputes arising from this agreement will be settled. If this option is not exercised, the District Court of Amsterdam shall have the sole and exclusive jurisdiction over any disputes arising under the terms of the Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

22. Notices. All notices under an Agreement shall be made in writing and (a) delivered by personal services or by return receipt mail (b) delivered by electronic transmission with receive confirmation; at the addresses, physical or e-mail, set forth in the Agreement or to such other address that has been properly noticed.

23. Amendments and counterparts. No modification or appendix of an Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. The failure of either party to enforce any rights granted under an Agreement or take any action against the other party in the event of a breach will not constitute a waiver by that party of its granted rights or to take action in the event of future breaches.

The execution of the Offer is expressly made conditional on Customer's agreement to and acceptance of these Terms and the exclusion of any (general) (procurement or purchase) terms and conditions of Customer. In the event of a conflict between the terms of an Offer and these Terms, the terms of the Offer shall super seed, unless such a term is only an amendment to these Terms. If any provision of the Agreement is held to be unenforceable, such provisions will be modified only to the extent necessary to make it enforceable.

24. General. Authorization. Each party represents and warrants that the person executing the Agreement on behalf of such party, also by clicking *I agree* in the case of a Software trial or online marketplace subscription offer, is authorized to enter into the Agreement on behalf of such party.

Open Source Notice. ScaiData may distribute third party open source software programs with the Software either incorporated into the Software or provided separately. These third-party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any Customer information. A list of open source software programs delivered with the Software can be found in the NOTICE-file provided with the Software.

No Agency Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Customer and ScaiData.

25. Definitions. In the Agreement, including the Offer, these following capitalized terms have the following meaning:

- **Active Instances:** the number of Software copies that can run concurrently, at any given time, in Customer's hardware environment. Unless specified in the Accepted Offer, this number is one (1).
- **Agreement:** the Offer and these Terms (ScaiData Software License & Services terms and conditions).
- **Dashboard(s):** the graphic representation of data using the Software.
- **Documentation:** the standard documentation and user manuals proprietary to ScaiData and listed as a product by ScaiData, provided to Customer or made publicly available at <https://doc.scaidata.com>.
- **Effective Date:** with respect to Software: the start date of the access to the Software provided to Customer or as otherwise specified in the Offer. With respect to Professional or Support Services, the first date of performing those services or as otherwise specified in the Offer.
- **Offer:** ScaiData's or a third party offer, cover sheet to this Agreement, online marketplace shopping cart, statement of work or any (subsequent) order form for the Software and/or Service that has been accepted by ScaiData or the third party, for (i) a subscription (license) to install, access and/or use the Software and/or (ii) the Service to be provided by ScaiData, subject to the terms and conditions of the offer and these Terms, presented to Customer.
- **Professional Service(s):** the services, such as the Deliverables, described in Section 19 (Professional Services), and as further described and agreed upon in the Offer.
- **Service(s):** the Support Services and/or the Professional Services, as agreed upon in the Offer, to be provided by ScaiData.
- **Software:** the specific ScaiData-software and related Documentation, proprietary to ScaiData and listed as a product by ScaiData, which will be provided to Customer as a (subscription) service, as further described and agreed upon in the Offer and any Update or Upgrade (if agreed upon) thereof, regardless which party will provide Customer access to the Software, and in which form the access to the Software (such as downloadable copy or web application) will be delivered and on whose hardware (including virtual cloud servers) the Software will be installed on.
- **Support Service(s):** the support services with respect to the Software, described in Section 18 (Support Services) and as further described and agreed upon in the Offer.
- **Period:** the (initial and/or prolonged) period of time, as described in Section 8 during which (a) Customer is allowed to use the Software as agreed in the Offer and/or (b) ScaiData will provide Support Services and/or the Professional Services as agreed in the Offer.
- **Update:** a minor revision or correction of the Software and with a new Version that only changes in the digits after the decimal point (e.g. 4.X -> 4.Y).
- **Version:** a number designated by ScaiData to each different version of the Software.
- **Upgrade:** a major improvement in the Software, including, but not limited to, new features and functionality changes that has a Version with a different digit before the decimal point (e.g. 4.X -> 5.Y).

- **User(s):** the individual user(s) that have been granted access to use the Software or the Deliverables by Customer, regardless whether the individual is actively using the Software or the Deliverables at any given time. The maximum number of Users licensed is specified in the Offer.
- **Workflow:** a process specific to Customer's business, data and work load.