devDept End User License Agreement

READ THIS end user license AGREEMENT ("EULA") BEFORE INSTALLING OR USING THE PRODUCT TO WHICH THIS EULA APPLIES. BY ACCEPTING THIS EULA, COMPLETING THE REGISTRATION PROCESS, AND/OR INSTALLING OR USING THE PRODUCT, YOU AGREE ON BEHALF OF YOURSELF AND YOUR COMPANY (IF APPLICABLE) TO THE TERMS BELOW.

IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY, DO NOT INSTALL, REGISTER FOR OR USE THE PRODUCT, AND DESTROY OR RETURN ALL COPIES OF THE PRODUCT.

UNLESS OTHERWISE SPECIFIED IN THIS EULA, DEVDEPT SOFTWARE S.R.L. IS THE LICENSOR OF THE PRODUCT. THE LICENSOR MAY BE REFERRED TO HEREIN AS "devDept", "we", "us", or "our". IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOURSELF IN YOUR INDIVIDUAL CAPACITY, THEN YOU ARE THE LICENSEE AND YOU MAY BE REFERRED TO HEREIN AS, "you", or "your". IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOUR COMPANY, THEN YOUR COMPANY IS THE LICENSEE AND ANY REFERENCES TO "you", or "your" WILL MEAN YOUR COMPANY.

This EULA includes the following sections:

1) Definitions
2) General Terms and Conditions
3) Support and Updates
4) Intellectual Property Ownership
5) Third-Party Software
6) Nondisclosure
7) Disclaimers, Limitations of Liability
8) Indemnity
9) Miscellaneous

1. DEFINITIONS

"**APPLICATION DEVELOPMENT**" means any development or debugging activity, including the use of debugger visualizers, and the use of designers to create and design user interfaces visually.

"**DOCUMENTATION**" means any technical instructions or materials describing the operation of the PRODUCT made available to you (electronically or otherwise) by us for use with the PRODUCT, expressly excluding any user blogs, reviews or forums.

"**HOSTED SERVICES**" means computer software program(s), content, and related services provided by us on a software-as-a-service basis through computers we or our Affiliates or our respective contractors (including cloud infrastructure suppliers) control.

+39 (051) 619 7203

"**LICENSED DEVELOPER**" means one of your employees or third-party consultants authorized to develop YOUR INTEGRATED PRODUCTS specifically for you using the PRODUCT PACKAGE in accordance with this EULA.

"**PERMITTED END USER**" means your own end-user licensees, including but not limited to, your employees to whom you license and distribute a Product (or portions thereof) solely as part of YOUR INTEGRATED PRODUCT in accordance with the redistribution terms specified in section 2.4. (Redistribution).

"**PRODUCT**" means the Product(s) or HOSTED SERVICES, as applicable, identified in an ORDER, and any UPDATES.

"**PRODUCT PACKAGE**" means the PRODUCT and the DOCUMENTATION, collectively.

"**ORDER**" means a written or electronic order document entered into between you and us (or an Authorized Reseller) for the PRODUCT. Unless an order says something different, each order will be governed by the terms of this EULA and include the name of the PRODUCT being licensed and any usage limitations, applicable fees, and any other details related to the transaction.

"**OUR TECHNOLOGY**" means any software, code, tools, libraries, scripts, application programming interfaces, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the PRODUCT, including, without limitation, all Intellectual Property Rights therein and thereto.

"**RUNTIME USAGE**" means executing YOUR INTEGRATED PRODUCT without any developer tool attached, including deployment and redistribution.

"**UPDATE**" means any update, enhancement, error correction, modification or new release to the PRODUCT that we make available to you.

"**YOUR INTEGRATED PRODUCT**" means those software applications which: (i) are developed by your LICENSED DEVELOPERS; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the PRODUCT PACKAGE; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the PRODUCT PACKAGE or any components of the PRODUCT PACKAGE.

2. **GENERAL LICENSE TERMS AND CONDITIONS**
    2.1. **License Types.**
       devDept grants you the rights described in this EULA provided that you comply with all the terms and conditions of this EULA. The license type for the PRODUCT will, unless otherwise specified in this EULA, be one of the following license types:
       2.1.1. **Subscription license**: devDept grants, upon payment of the applicable fees, a limited, non-exclusive, non-transferable, royalty-free license to install and use the functionality of the Licensed PRODUCT for your single concurrent internal use, and to design, develop and test any

+39 (051) 619 7203

number applications that you create. Licenses granted are time-limited for APPLICATION DEVELOPMENT and perpetual for RUNTIME USAGE.

    2.1.1.1.   Subscription Period. Your right to use the PRODUCT under this Subscription is limited to the Subscription period identified in the ORDER. You may have the option to extend the Subscription. If the Subscription is extended, you may continue using the PRODUCT under the Subscription until the end of the extended Subscription period.

    2.1.1.2.   Expiration of Subscription Period. When the Subscription expires, all license-specific features of APPLICATION DEVELOPMENT will stop running, while RUNTIME USAGE will continue indefinitely.

2.1.2. **Trial License**: devDept grants a one-time right to install and use each major version of the PRODUCT for evaluation purposes, without charge, for thirty (30) days from the date of the installation ("Evaluation Period"). Your use of the PRODUCT during the Evaluation Period shall be limited to internal evaluation and testing of the PRODUCT for the sole purpose of determining whether the PRODUCT meets your requirements.

2.2. **Restrictions.**

2.2.1. **Subscription license restrictions**: Except as otherwise expressly permitted in this EULA, you will not:

- copy, modify, adapt, translate, or otherwise create derivative works of the PRODUCT, DOCUMENTATION, or any software, services, or other technology of third-party vendor(s) or hosting provider(s) that we engage;
- disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover the source code or underlying structure, ideas, or algorithms of the PRODUCT except as expressly permitted by law in effect in the jurisdiction in which you are located;
- rent, lease, sell, distribute, pledge, assign, sublicense or otherwise transfer or encumber rights to the PRODUCT;
- make the PRODUCT available on a timesharing or service bureau basis or otherwise allow any third party to use or access the PRODUCT;
- remove or modify any proprietary notices, legends, or labels on the PRODUCT or DOCUMENTATION;
- use or access the PRODUCT in a manner that: (i) violates any Applicable Laws; (ii) violates the rights of any third party; (iii) purports to subject us to any other obligations; (iv)could be fraudulent; or (v) is not permitted under this EULA;
- use the PRODUCT to develop, test, support or market products that are competitive with and/or provide similar functionality to the PRODUCT; or
- permit your Affiliates to access or use the PRODUCT unless specifically authorized elsewhere in this EULA or the ORDER;

2.2.2. **Trial license restrictions** You may not create applications or begin software projects using the PRODUCT under the terms of the Trial license. You may not redistribute files in the PRODUCT distribution if using an evaluation or trial version of the PRODUCT.

+39 (051) 619 7203

2.2.3. **Dangerous Use Restriction**. You may not use the software in the operation of nuclear facilities, life support systems, emergency communications, aircraft navigation or communication systems, air traffic control systems or any other activities where the failure of the software, including any Projects, could lead to death, personal injury, or severe physical or environmental damage.

2.3. **Access to products**. All deliveries under this EULA will be electronic. You must have an Internet connection to access your devDept Account and receive any deliveries. You are responsible for downloading and installing the PRODUCT PACKAGE, which is made available for download on the devDept website.

2.3.1. **Your Account**. To access and/or use the PRODUCT PACKAGE, you must register for a "devDept Account" and you will be required to provide certain information and you will either establish a username and a password or login with a devDept-approved authentication method.

You are responsible for anyone who purchases or uses the PRODUCT through you or your devDept Account, and any act or omission of any such person that is not in compliance with these Terms will constitute an act or omission by you. In certain cases, LICENSED DEVELOPERS may be required to set up individual accounts or agree to applicable terms in order to use the PRODUCT, but you remain responsible for all activity that occurs via your devDept Account.

You are responsible for safeguarding your password, and you may not disclose your password to any third party. You will immediately notify devDept of any unauthorized use of your account or the accounts of the LICENSED DEVELOPERS.

Any information you provide to us must be accurate, current and complete, and you will update such information to keep it accurate, current and complete, and devDept may suspend or terminate your devDept Account in accordance with these Terms if any information you provide to us proves to be inaccurate, not current or incomplete.

LICENSED DEVELOPERS can install the PRODUCT on an unlimited number of computers, as long as they are connected to the internet. Except as permitted herein, only one LICENSED DEVELOPER at a time may use the PRODUCT on a given device.

2.3.2. **Documentation:** the subscription license grants you the right to access the complete PRODUCT DOCUMENTATION only for the subscription period identified in the ORDER.

With respect to electronic and other DOCUMENTATION, you may make any number of copies (either in hard copy or electronic form) provided that such copies shall be used only for internal purposes and are not republished or distributed beyond your premises.

2.3.3. **License Validation**. We automatically check the version of any of our products. Devices on which the PRODUCT is installed periodically provide information to enable us to verify that the PRODUCT is properly licensed. This information includes the software version, the end user's account details, product ID information, a machine ID, and the internet protocol address of the device. If the PRODUCT is not properly licensed, its functionality will be affected. By using the PRODUCT, you consent to the transmission of the information described in this section.

2.4. **Redistribution.**
You are granted a royalty-free license to redistribute in binary form any components of the

+39 (051) 619 7203

PRODUCT explicitly marked as redistributable on the understanding that you provide all technical support required for the distribution, and that you do not allow recipients to disassemble, decompile, or in any other way allow them to gain separate access to the PRODUCT or any part of the PRODUCT.

You must include this copyright message: "Portion of copyright © devDept Software S.r.l. All Rights Reserved." in YOUR INTEGRATED PRODUCTS in a location viewable by PERMITTED END USERS that will serve to protect our copyright and other intellectual property rights in the Products.

The PERMITTED END USER documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by devDept Software S.r.l. (http://www.devdept.com)." Alternatively, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

2.5. **Payment Terms and Taxes.**

All fees payable to us are payable in Euro currency, are due within 30 days from the invoice date and, except as otherwise expressly specified herein, are non-cancellable and non-refundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay on such fees, except those based on our income. If you and we agree that you will pay by credit card, you will provide us with valid and updated credit card information and you authorize us to store such information and bill such credit card for all fees applicable at the time that you order the PRODUCT.

2.6. **Term and Termination.**

2.6.1. **Term:** The term of this EULA will commence upon your acceptance of this Agreement and it will continue through the end of the applicable Subscription period specified in the respective ORDER confirmation for APPLICATION DEVELOPMENT. RUNTIME USAGE will continue indefinitely.

2.6.2. **Termination.** We may terminate this EULA by written notice at any time if you do not comply with any of your obligations under this EULA and fail to cure such failure to our satisfaction within thirty (30) days after such notice. This remedy will not be exclusive and will be in addition to any other remedies that we may have under this EULA or otherwise.

2.6.3. **Effect of Termination**. Upon earlier termination of this EULA, your right to access and/or use the PRODUCT will terminate. You must immediately cease use of the PRODUCT and destroy all copies of the Software in your possession (and require any Permitted Third Parties to do the same).

3. **SUPPORT AND UPDATES**

3.1. **Support Policy**: If we offer and you purchase support for the PRODUCT, or if you download the free trial license for the PRODUCT PACKAGE, then it will be provided in accordance with our then current support policies for the applicable PRODUCT in effect at the time of purchase or download. You may access our support policies located at: http://www.devdept.com/company/legal#support.

3.2. **Subscription license.** For any applicable period for which you have purchased the subscription, you will receive minor and major UPDATES for the PRODUCT, and will be entitled to receive the "Lite" or "Priority" support as determined at time of purchase and set forth on the ORDER. Your level of

+39 (051) 619 7203

support (Lite or Priority) is determined at the time of initial license purchase. You may upgrade your level of support for individually purchased licenses at any time during an active subscription period, provided we continue to make such levels of support generally available. Any support level upgrades (if purchased) and all access to support and UPDATES thereunder will be bound to the term of the then active subscription Period (i.e. the renewal/expiration date of your subscription Period will not change as a result of the support level upgrade).

3.3. **Trial License.** Subject to the limitations and restrictions described in the Support Policy, you are entitled to enter support requests via our ticketing system with a 72-hour response time for thirty (30) days after download of your initial Trial License. For avoidance of doubt, you are not entitled to additional support requests for any Trial Licenses of the same or successor PRODUCT downloaded after your initial download (e.g. to evaluate a new release), for a period of one (1) year from the date of your initial download.

3.4. **Consent to Use of Data**. You agree that we may collect and use technical information, excluding any confidential information, gathered as part of the PRODUCT support services provided to you, if any, related to the PRODUCT PACKAGE. devDept may use this information solely to improve its products, to provide customized services or technologies to you and to verify compliance with the terms of this EULA. We may disclose this information, excluding any information explicitly declared as confidential information, to others but not in a form that personally identifies you.

3.5. **Updates and Upgrades**. During the license subscription period, you may be provided with UPDATES that you may install at your discretion. Your eligibility for UPDATES is determined by your license type: Subscription License grants access to UPDATES during the pre-paid subscription term.
If this copy of the PRODUCT is an upgrade or UPDATE from an earlier version of the PRODUCT, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the PRODUCT to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the PRODUCT or transfer it to another person or entity.

3.6. **Product Discontinuance**. devDept reserves the right to discontinue the PRODUCT; any component of the PRODUCT, whether offered as a standalone product or solely as a component; and/or any support resources, at any time.

3.7. **Discontinuation Policy**. Once a software version is discontinued, no future support or UPDATES will be provided or made available by us for that particular software version. You understand that discontinued software versions (for which support and UPDATES are no longer provided) may in the future be vulnerable to un-patched issues, including bugs, security, and other risks, and that devDept is not responsible for your continued use of such software.

4. **INTELLECTUAL PROPERTY OWNERSHIP**

The PRODUCT, OUR TECHNOLOGY, DOCUMENTATION, and all other current or future intellectual property developed by us, and all worldwide Intellectual Property Rights in each of the foregoing and all UPDATES, upgrades, enhancements, new versions, releases, corrections, and other modifications thereto and derivative works thereof, are the exclusive property of us. Except for the rights and licenses expressly granted herein, all such rights are reserved by us. All title and Intellectual Property Rights in and the content that may be accessed through the use of the Software is the property of the respective content owner and

www.devdept.com

+39 (051) 619 7203

may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

5. **THIRD-PARTY SOFTWARE**

The PRODUCT may include third-party software, data or other materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in the EULA. Such terms may be included or referenced in or with such third-party software, data or other materials or a web page specified by devDept (the URL for which may be obtained on devDept's website or on request to us). The list of third-party software, data or other materials may be amended from time to time.

6. **NONDISCLOSURE**

Except as otherwise provided herein, each party agrees to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, and agrees to make no use of such information and know-how except under the terms of this EULA. You will treat any information for the software as our confidential information and will not disclose, disseminate or distribute such materials to any third party without our prior written permission. Each party's obligations under this section will apply during the term of this EULA and for five (5) years following the termination of this EULA. You shall notify devDept immediately upon discovery of any unauthorized use or disclosure of confidential information, and will cooperate with us in every reasonable way to help devDept regain possession of the confidential information and prevent its further unauthorized use or disclosure.

7. **DISCLAIMERS, LIMITATIONS OF LIABILITY**
   7.1. **Disclaimers.** THE PRODUCT PACKAGE IS PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DEVDEPT OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS. YOU WILL BE SOLELY RESPONSIBLE FOR THE ACCURACY AND QUALITY OF USER CONTENT, AND YOU UNDERSTAND THAT YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH YOUR USE OF THE SOFTWARE, DOCUMENTATION AND ANY THIRD-PARTY MATERIALS, OR YOUR RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SOFTWARE, DOCUMENTATION AND ANY THIRD-PARTY MATERIALS.
   7.2. **Limitation of Liability.** NEITHER DEVDEPT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING

+39 (051) 619 7203

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DEVDEPT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

7.3. **Product Compliance with documentation**. Except for evaluation or pre-release versions of the PRODUCT, we warrant to you that, for ninety (90) days from the start of the subscription period, the PRODUCT will comply with the applicable DOCUMENTATION in all material respects. Your exclusive remedy, and our sole liability, with respect to any breach of this warranty will be for us to use commercially reasonable efforts to promptly correct the non-compliance (provided that you notify us in writing within the warranty period and allow us a reasonable cure period). If we, at our discretion, reasonably determine that correction is not economically or technically feasible, we may terminate your license to the PRODUCT and provide you a full refund of the fees paid to us with respect to the PRODUCT or a refund of the prepaid fees for the unused portion of the license period. Delivery of additional copies of, or UPDATES to, the PRODUCT will not restart or otherwise affect the warranty period.

8. **INDEMNITY**

You will indemnify and hold devDept harmless against any and all losses, liabilities, costs and expenses (including reasonable attorneys' fees) suffered or incurred by devDept by reason of any claim, suit or proceeding arising out of or relating to: (a) User Content, (b) your access to or use of the PRODUCT, DOCUMENTATION and Third-Party Materials, including any Projects, Developed Materials or other results produced by such use, (c) your breach or any acts or omissions that, if true, would be a breach of these Terms (including any Commercial Terms or Additional Terms), and (d) your breach or alleged breach of any applicable law or regulation.

9. **MISCELLANEOUS**

9.1. **Entire Agreement.** This EULA, and any terms expressly incorporated herein by reference, will constitute the entire agreement between you and us with respect to the subject matter of this EULA and supersedes all prior and contemporaneous communications, oral or written, signed or unsigned, regarding such subject matter. Use of any purchase order or other document you supply in connection with this EULA will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Except as otherwise expressly contemplated in this EULA, this EULA may not be modified or amended other than in writing signed by you and us.

9.2. **Captions.** All indexes, titles, subject headings, section titles, and similar items are provided for reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this agreement.

9.3. **Severability**. If a particular term of this EULA is not enforceable, the unenforceability of that term will not affect any other terms of this EULA.

9.4. **No Waiver**: Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

www.devdept.com

+39 (051) 619 7203

9.5. **Export Restrictions**. You acknowledge that the PRODUCT is subject to Italian export jurisdiction. You agree to comply with all applicable international and national laws that apply to the PRODUCT including the Italian Export Administration Regulations as well as end-user, end-use and destination restrictions issued by Italian and other governments.

9.6. **Governing Law**: The applicable law under the EULA is that of the country of devDept's registration. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.7. **Data Privacy**. By accepting this Agreement, you acknowledge that devDept will process personal data in accordance with our Privacy Policy (available at: https://www.devdept.com/Company/Legal#privacy).

www.devdept.com

+39 (051) 619 7203