

## End User Software License Agreement ("EULA")

This EULA is a legal agreement between you as an authorized representative of a business entity (hereafter referred to as "End User") and Cleondris GmbH, Buckhauserstrasse 17, CH-8048 Zürich (hereinafter "Cleondris") setting forth the terms and conditions governing the use and operation of Cleondris's proprietary computer software products and the written technical specifications for the use and operation the software.

### 1. Scope / Definitions

#### 1.1 Licensed Materials

The software program in its object code ("Software"), the available and related printed or machine-readable documentation shall be referred to hereinafter as "Licensed Materials". Under this End User license and maintenance agreement (hereinafter "Agreement"), Cleondris shall grant the End User the right to use the Licensed Materials specified in the respective End User license and maintenance annex (hereinafter "EULA Annex") for the specific use described therein upon End User's payment in accordance with Section 6. Unless otherwise agreed in the EULA Annex, the End User alone shall be allowed to use the Licensed Materials and only on the computer device on which they were initially installed. The Licensed Materials shall be provided to the End User solely for use during the term of the Agreement, and no ownership or intellectual property rights shall be transferred to the End User. The End User shall not be entitled to receive or use the source code (even if the End User has such source code in its possession for whatever reason).

#### 1.2 Maintenance

Under this Agreement the service partner set out in the EULA Annex ("Service Partner") shall provide the services set out in this Agreement and the EULA Annex to maintain the Licensed Materials in accordance with the usage and operating conditions set out therein.

#### 1.3 Trial Software

Cleondris may grant End User a license for the sole purpose of testing and evaluating the Licensed Material for a limited period of time set out in this Agreement ("Trial Software"). The End User may apply the Trial Software solely for non-productive use and on an "as is" basis without any provision of maintenance and support services as set out in this Agreement. As long as the End User is not in possession of a License

Grant, the provisions in this Agreement for Trial Software shall apply.

#### 1.4 License Grant

Cleondris may grant End User the right to use the Licensed Materials according to this Agreement and the EULA Annex for a term specified in the EULA Annex ("License Grant"). End User with a License Grant may demand maintenance services as set out in the EULA Annex.

#### 1.5 License Key

A "License Key" means a specific software-based key for a computer program, i.e. the Software. It certifies to the program that the End User is in possession of a License Grant or has been granted a Trial Software license. License Key is typically entered by the End User during the installation of Software, and is then passed to a verification function in the program.

#### 1.6 Additional Services

Services in connection with the development and modification of the Licensed Materials to the requirements of the End User, consultancy in selecting, installing, implementing and using the Licensed Materials as well as introduction to and training of the End User's staff shall be provided by Cleondris or the Service Partner pursuant to a separate agreement.

#### 1.7 Reseller

"Reseller" means, in respect of a purchase order, a Cleondris Authorized Reseller.

#### 1.8 Service Partner

Maintenance services and Additional Services may be provided by the Service Partner ("Service Partner") set out in the EULA Annex.

### 2. Responsibilities of the End User

The End User shall be responsible for the selection, installation and usage of the Licensed Materials and the problem resolutions targeted by such usage. The End User shall also be solely responsible for the selection, usage and maintenance of any IT systems used in connection with the Licensed Materials, other programs and data systems as well as any related services and shall ensure the proper organization for the use of the Licensed Materials. Furthermore, the End User shall comply with the instructions issued by Cleondris relating to the Licensed Materials, take appropriate precautions to verify the generated results

and to back up the data. End User shall be responsible for the compliance of the use of the Licensed Materials with any applicable laws and regulations. The End User shall also establish the organizational and technical requirements for Service Partner to be able to deliver the maintenance services. These shall namely include: i) granting access to the IT system and ensuring the availability of experts, workspaces and work equipment as required (any remote access shall be set out in the EULA Annex), ii) installation and operation of the agreed and specified communication connections, iii) compliance with the conditions set out in the EULA Annex and the software documentation regarding use and operation of the Licensed Materials, iv) documentation of emergency situations and error reports in accordance with the notification process set out in the EULA Annex, v) supporting Cleondris in analyzing the causes and conditions of a defect as well as in testing patches to a suitable and reasonable extent, vi) implementation of patches and workarounds, vii) backing up the Licensed Materials and data, and viii) any further obligations specified in the EULA Annex. If the End User fails to establish the requirements pursuant to this Section 2 for reasons not attributable to Cleondris, Cleondris and Service Partner shall be released from its obligations under this Agreement until the requirements have been established and shall be entitled to invoice to the End User any additional efforts on a time and material basis at Cleondris's respectively at Service Partners's then applicable rates.

### 3. Right of Use Principles

Unless otherwise agreed in the EULA Annex, the following provisions shall apply for the right of use:

#### 3.1 Normal Use

"Normal Use" for the purpose of this Agreement shall mean to, in full or in parts, download, save, transfer, convert, execute and/or reproduce the programs in machine-readable form for the purposes of executing program instructions to process the End User's data within the scope set out in the EULA Annex, including temporary copies required for those activities and the use of the related documentation. Normal Use shall include the End User's right to produce archival and backup copies. The use of such copies may not lead to an increase of the scope of the right of use. Archival and backup copies shall be identified and marked as such. Furthermore, the End User shall be entitled to temporarily use the Licensed Materials on a backup

system in the event of a breakdown of the designated IT system and to test such potential use.

#### 3.2 Increased or Expanded Use

Any increased or expanded use of the Licensed Materials compared to the specifications set out in the EULA Annex, such as use on computer systems with greater capacity or higher performance, on auxiliary equipment, by a larger number of authorized users, at additional usage sites, by affiliated companies or for increased use based on type, scope and intensity, shall not be allowed without prior authorization from Cleondris and shall result in a corresponding adjustment to the license fees. Should an increased or expanded use occur without the approval by Cleondris, Cleondris may demand End User to immediately cease such use or, in case of subsequent approval, retroactively invoice to End User the then applicable additional license fees.

#### 3.3 Parameterization

The End User shall be entitled to, at its own risks, modify the Licensed Materials to End User's requirements solely within the scope specified in the documentation ("Parameterization") and to combine the Licensed Materials with interoperable programs. Any further change shall constitute a breach of Cleondris' Intellectual property rights and shall require prior written agreement.

#### 3.4 Reverse Engineering

Except as provided by mandatory law (Article 21 of the Swiss Federal Copyright Act), reverse engineering shall not be permitted.

#### 3.5 Specific Terms for Licenses for Trial Software

Cleondris may grant End User a limited License Key for Trial Software for the sole purpose of testing and evaluating the Software for a limited period of time set out in Section 10.2.1. End User may have access to the full version of the Software; however there is no provision of Maintenance and Support services for the Trial Software. Trial Software is not warranted and any liability of Cleondris in connection with its use by End User is excluded to the extent permissible by law. End User acknowledges that the Software cannot be used anymore upon expiry of the License Key term for Trial Software.

### 4. Delivery, Installation, Testing and Acceptance

#### 4.1 Delivery and Installation

Unless otherwise agreed, the delivery of the Licensed Materials shall occur at Cleondris's option by making them available electronically for download or delivering them on a data medium. The Licensed Materials shall be made available only in their most recent version (including latest Patch Release) released for sale by Cleondris.

#### 4.2 Download of License Keys

License Keys which are necessary to enable the Software to be used are downloadable from the Cleondris online support portal. End User agrees to create a personalized account on the support portal to be able to download License Keys.

#### 4.3 Activation of License Keys

To function properly each installation of the Licensed Material must be supplied with a valid License Key. License Keys may depend on a unique installation ID (e.g., serial number and model of a hardware system to be accessed by the program that is part of the Licensed Materials). End User agrees, if requested to do so, to transmit a unique installation ID to Cleondris to get access to a valid License Key for each installation of the Licensed Material.

#### 4.4 Acceptance of the Licensed Materials

The End User with a Trial License accepts the Licensed Materials with its completed download or receipt of delivered data medium.

The End User with a License Grant shall promptly perform an acceptance test of the delivered or made available Licensed Materials from receipt of the License Grant. Should the acceptance test reveals defects that do not render the functionality and/or proper use of the Licensed Materials impossible or unreasonably difficult, the End User shall issue the respective acceptance without claiming a reduction in price, provided that the defects are remedied on time. Cleondris endeavors to remedy such defects without delay and no later than within the warranty period set out in Section 8.4. Should material defects be discovered that render the proper use and/or the functionality of the Licensed Materials impossible or unreasonably difficult, the End User may refuse to issue acceptance and may set an appropriate grace period for Cleondris to remedy the defects. If, despite two previous attempts, the third acceptance test should still fail, the End User shall be entitled to request subsequent remedy or that the license fee be appropriately reduced, or - only in case of defects that

render the use of the Licensed Materials impossible or unreasonably difficult - to fully or partially rescind the Agreement regarding the defective Licensed Materials. The acceptance shall be deemed issued if the End User fails to accept the Licensed Materials within thirty (30) days of delivery or availability or if End User commences the productive use of the Licensed Materials.

#### 4.5 Default

Should Cleondris be in default as of the delivery date (if any), the End User shall grant to Cleondris a grace period of at least thirty (30) days to deliver the Licensed Materials and notice of such grace period shall be sent by registered mail. Should the Licensed Materials not be delivered within such grace period, the End User shall be entitled to rescind the Agreement and a refund of any paid license fees by sending a written notice to Cleondris.

#### 4.6 Replacement

Should the Licensed Materials be inadvertently damaged or destroyed by the End User, Cleondris will upon request by the End User replace such Licensed Materials, to the extent that such replacement is possible and available. In such case, the End User shall bear the actual costs of replacing, delivering and, as applicable, installing the Licensed Materials.

### 5. Maintenance

Unless otherwise agreed, the maintenance services shall be provided for the latest and the previous version of the Licensed Materials which are being used by the End User in accordance with the usage and operating conditions set out in the EULA Annex. Maintenance services shall be provided by the service partner ("Service Partner") during service hours both set out in the EULA Annex. "Service Hours" shall mean the periods of time during which Service Partner is accepting incident reports and is performing the maintenance services. The EULA Annex shall set out which maintenance services are provided for an agreed fixed price and/or for reimbursement on a time and material basis. Cleondris may release updated version of its Software ("Patch Releases") that contain fixes and/or new functionality. It is not always guaranteed that the installation of such an update is reversible, i.e., End User must assume that the Cleondris Software can only be upgraded but not downgraded. For the avoidance of doubt, there is no provision of Maintenance and Support services for the Trial Software Licenses.

## 6. Remuneration

### 6.1 License Fee

The one-time, recurring and/or usage-based license fee set out in the EULA Annex shall be the remuneration for Normal Use of the Licensed Materials for the duration and in accordance with the type, scope and intensity of the permitted use set out therein. The End User shall run any features to capture the extent of use of the Licensed Materials in accordance with the Agreement and provide the compiled usage data required to calculate the license fee to Cleondris at the time specified in the EULA Annex.

### 6.2 Maintenance Fee

The remuneration for maintaining the Licensed Materials, the conditions for changes to its pricing and the details on invoicing shall be set out in the EULA Annex.

### 6.3 Expenses, Additional Costs, Taxes and Duties

Unless otherwise agreed in the EULA Annex, Cleondris and/or Service Partner shall be entitled to separately invoice any costs and expenses incurred in connection with the performance of the Agreement (e.g. travel and accommodation costs of its personnel, data communication costs) as well as taxes, duties and fees, particularly VAT, imposed as a result of signing and performing the Agreement. Half of any travel time shall constitute work time.

### 6.4 Invoicing

The license and maintenance fees shall be invoiced based on their respective due date as set out in the EULA Annex, while the costs for additional services shall be invoiced on a monthly basis; each shall be invoiced plus expenses and additional costs. All invoices shall be paid strictly net by the End User within thirty (30) days of the invoice date to the account specified by Cleondris. Cleondris retains all rights to the License Grant and the Licensed Material, until full satisfaction of its claims under this Agreement, e.g. net payment. In case of violation, Cleondris reserves the right not to provide Full-License or terminate the Agreement in accordance with Section 10.4.2. Cleondris may require full payment in advance if there is no prior business relationship with End User, if delivery is to be made abroad, if End User's registered office is outside Switzerland or if there are any grounds to doubt that End User will render payment punctually. Invoices that are not challenged in writing within the

payment period shall be deemed approved. Upon expiration of the payment period, Cleondris shall be entitled, without prior reminder, to charge interest on all outstanding payments at the statutory default interest rate.

### 6.5 Purchase via Reseller

If a purchase of Licensed Materials is placed through a Reseller, then notwithstanding anything else in this Agreement the End User will pay the License Fee, Maintenance Fee, additional costs etc. (together "Fees") to the Reseller and not to Cleondris unless and until Cleondris or the Reseller notifies the End User that the End User is henceforth to pay the Fees to Cleondris directly, and each and all references to the End User paying Fees to Cleondris will be construed accordingly. Where the End User receives a direct payment notice from Cleondris and not from the Reseller, Cleondris will indemnify the End User from and against any claim by the Reseller that such Fees should properly continue to be paid to the Reseller.

### 6.6 Set-off of Claims

Claims may only be set off by a contracting party with claims which have been acknowledged in writing by the other party or which have been finally awarded by a court of law.

## 7. Rights to the Licensed Materials / Protection of the Licensed Materials

### 7.1 Ownership and Intellectual Property Rights

The End User shall be entitled only to the rights to use the Licensed Materials which are expressly granted under this Agreement and in the EULA Annex. All other rights, particularly proprietary rights, copyrights, and intellectual property rights to the Licensed Materials, and all usage rights not expressly granted shall remain the property of Cleondris or the owner of the intellectual property rights to the Licensed Materials.

### 7.2 Confidentiality of the Licensed Materials

The Licensed Materials contain information, ideas, data structures, data base models, concepts, designs, methods and processes that constitute the business and trade secrets of Cleondris. The End User shall treat the Licensed Materials with the same diligence and confidentiality as its own business and trade secrets, only make compliant use of them as set out in this Agreement, and shall not grant full or partial access to third parties in any way or form or publish the Licensed Materials, unless having been given prior written

authorization to do so by Cleondris. The End User shall ensure, through appropriate instructions, agreements and other suitable precautions, that all persons having access to the Licensed Materials comply with the obligations set out herein. The obligation of confidentiality shall remain in effect for as long as Cleondris has a legitimate interest in the Licensed Materials and even after the contractual relationship has ended.

### 7.3 Security of the Licensed Materials

Cleondris shall be entitled to implement appropriate technical measures (activation key, time release, etc.) to protect the Licensed Materials. The End User shall not circumvent such measures.

### 7.4 Protection of Intellectual Property Rights

The End User shall recognize the ownership, the copyrights and the intellectual property rights of Cleondris or the owner of such rights to the Licensed Materials, abstain from committing any offence against the existence and extent of such rights for the duration of the license granted to the End User, take every action in accordance with the instructions of Cleondris to protect the rights of Cleondris or the owner of such rights to the Licensed Materials, and provide Cleondris with reasonable support to defend the intellectual property rights (Section 8.9). The End User shall, in particular, apply or leave the proprietary notices of Cleondris on all full or partial copies of the Licensed Materials. The End User shall take the organizational and technical measures within its business which are required to protect the Licensed Materials from unintentional disclosure or access, theft or misuse by unauthorized parties. The End User shall delete all parts of the Licensed Materials stored on computer systems or storage media prior to their transfer and/or destruction.

### 7.5 Audit Rights

Cleondris shall be entitled to perform an on-site audit of End User's compliance with the provisions regarding Normal Use and protection of the Licensed Materials, by itself or through a commissioned third party (e.g. a consultancy firm).

### 7.6 Violations

Cleondris shall be entitled to demand at any time that any usage in violation of this Agreement be ceased, respectively shall be entitled to disable at any time the License Key for Trial Software that in case of any suspected usage in violation of this Agreement. The

right to terminate the Agreement in accordance with Section 10.4 shall remain reserved. In the event that an audit reveals that the Licensed Materials are being used in excess of the usage rights set out in the EULA Annex, the End User shall pay to Cleondris the costs for such audit as well as compensation for the determined excessive use based on its extent and duration and according to the then applicable rates and conditions, including interest. Should the End User or any of its agents violate the provisions of this Agreement regarding use and protection of the Licensed Materials on purpose or in a grossly negligent manner, the End User shall owe compensation to Cleondris to the amount of three times the Annual Fee (without discounts or staggered payments) for each violation. Cleondris reserves the right to claim further damages.

## 8. Warranty

### 8.1 Warranty for 3rd party Components

Cleondris Software may come with and/or depend on third party software components (open source or proprietary) that are not under the control of Cleondris. Such third party software components are provided without any kind of warranty by Cleondris. For third party components that are released under an open source license, the respective license terms are contained in the Cleondris product documentation.

### 8.2 Disclaimer of Warranty for Trial Software

TRIAL SOFTWARE IS PROVIDED TO END USER ON AN "AS IS" BASIS. CLEONDRIS MAKES AND END USER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND CLEONDRIS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

### 8.3 Warranty for Program Functionality

With the exception of Licensed Materials which are provided without warranty (e.g. Trial Software, pre-version, test version, third party software), Cleondris warrants the operability of the delivered Licensed Materials under this Agreement. A defect in the Licensed Materials covered under warranty shall exist when the Licensed Materials, despite being used in compliance with Normal Use and the operating conditions set out in the EULA Annex, are deviating from the agreed functionality and performance to an extent which abolishes or greatly impairs their fitness for use as described in the EULA Annex. Furthermore, Cleondris warrants that the Licensed Materials have

been protected from and inspected for "malware" (malicious codes, such as viruses) using an updated process employed by Cleondris prior to release to the End User.

#### 8.4 Correction of Defects / Warranty Period

The provisions of this Section 8.4 shall be subject to any diverging provisions agreed in the EULA Annex. Unless otherwise agreed in the EULA Annex, Cleondris shall correct defects, in the latest, unaltered version of the Licensed Materials, which have been properly documented and reported to Cleondris and Service Partner within twelve (12) months of the date of acceptance (Section 4.4). Such documentation shall be deemed adequate if it allows for the verification of the operating conditions under which a defect occurs. A separate warranty period may be agreed in the EULA Annex for specific functions with longer periodicity (e.g. year-end processing). Defects may be remedied at Cleondris' option by providing a patch or a corrected version of the Licensed Materials, or by providing a (temporary) workaround to bypass or inhibit the error. The End User shall reasonably support Cleondris in analyzing the root causes and conditions of the defect and testing the patch or a workaround solution.

#### 8.5 Rescission

Should Cleondris fail to remedy defects which have been reported and documented within the warranty period as set out in Section 8.4 and should, as a consequence thereof, the use of the Licensed Materials in accordance with Section 8.1 be impossible or unreasonably difficult, the End User may rescind the Agreement after unsuccessful expiration of an additional grace period of at least thirty (30) days (such grace period to be notified to Cleondris by registered mail). The provisions contained in Section 10.5 shall apply accordingly to such rescission.

#### 8.6 Warranty for Maintenance Services

Service Partner shall provide the maintenance services through properly qualified specialized personnel subject to the standard of care customary for its business operation with the aim of maintaining the Licensed Materials in a suitable condition for the intended use in accordance with the usage and operational conditions set out in the EULA Annex and of fixing software errors as quickly as possible.

#### 8.7 Limitation of Warranty

Cleondris cannot warrant that the Licensed Materials can be used without interruptions and errors in all of

the End User's intended combinations with all data, IT systems and other programs, or that the measures set out in Section 8.4 will prevent other defects from emerging.

#### 8.8 Exclusion of Warranty

Cleondris shall be released from its warranty obligations to the extent that a defect is caused by circumstances that are not attributable to Cleondris, such as i) changes to the usage and operating conditions set out in the EULA Annex, ii) changes made to the Licensed Materials by the End User or third parties, and iii) impacts by systems or programs not licensed from Cleondris. Should a defect be attributable to the End User, for example, if a user error occurred or if additional efforts are incurred due to End User having failed to fulfill its obligation of cooperating with and providing adequate documentation to Cleondris, Cleondris shall be entitled to invoice the End User on a time and material basis for the actual costs incurred by services to remedy such defect.

#### 8.9 Intellectual Property Rights Indemnification

Cleondris represents that it has either developed the Licensed Materials itself and owns the applicable intellectual property rights, particularly the copyrights, or that it has acquired the right to grant rights of use for the Licensed Materials under this Agreement from the owner of said rights and that at the time of signing this Agreement or the EULA Annex, it had no knowledge of any conflicting third party rights in Switzerland (or any additional countries listed in the EULA Annex). Should third parties exercise claims against the End User for infringement of their alleged intellectual property rights in Switzerland concerning the use of the Licensed Materials by the End User in accordance with this Agreement, the End User shall immediately inform Cleondris in writing of such claims, shall authorize it to conduct the defense, including reaching a settlement, and shall reasonably support Cleondris in its efforts. In such case, Cleondris shall assume the defense at its own expense and shall indemnify the End User for any costs and damages finally awarded by a court of law. If it emerges that, in the view of Cleondris, the Licensed Materials do or could infringe the intellectual property rights of third parties in Switzerland, Cleondris shall at its choice either perform modifications at its own expense in order to eliminate the potential infringement of such intellectual property rights, or commence negotiations to acquire the respective rights from the authorized third party. Should these measures not result in the

intended goal despite appropriate and reasonable efforts, Cleondris shall be entitled to take back the Licensed Materials. In such case, the End User shall solely have the right to a partial refund of the license fees that it has paid, subject to a deduction of an appropriate fee for their interim use and the applicable reseller margin (if any). Cleondris shall be released from the aforementioned obligations if an intellectual property right claim arises on the basis that the End User has changed the Licensed Materials, has used them in conjunction with other programs or under usage and operating conditions other than as agreed in the EULA Annex or that it did not adopt the changes provided by Cleondris in accordance with this Agreement.

#### 8.10 Exclusive Warranty

This Section 8 shall govern Cleondris' warranty exclusively and any further warranty (of quality and title) shall be expressly excluded.

### 9. Limitation of Liability

#### 9.1 License for Trial Software

ANY LIABILITY OF CLEONDRIS IN CONNECTION WITH THE USE OF THE LICENSED MATERIAL BY END USER IS EXCLUDED TO THE EXTENT PERMISSIBLE BY LAW. IN NO EVENT CLEONDRIS BE LIABLE TO END USER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGE RESULTING FROM BUSINESS INTERRUPTION, OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF A CLEONDRIS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COST. ANY FURTHER LIABILITY PROVIDED BY MANDATORY LAW SHALL REMAIN RESERVED.

#### 9.2 License Grant

The liability of Cleondris for direct damages incurred by the End User resulting from or in connection with the fulfillment of this Agreement, irrespective of its legal basis (such as default, non or incorrect performance, breach of duty, warranty), shall be limited in aggregate for the term of the Agreement to the lower of the following amounts: a) the Annual Fee of the affected EULA Annex (subject to a deduction of an appropriate fee for their interim use and the applicable reseller margin (if any)), or b) CHF 100,000.-. This limitation shall not apply to any liability for culpably

caused personal injuries/bodily harm and for intellectual property rights indemnification set out in Section 8.9. Any liability of Cleondris resulting from the use of the Licensed Material, for the results of such use, data loss and indirect or consequential damages, such as loss of profits, non-realized savings, additional efforts and expenses by the End User or third party claims, shall be excluded. Any further liability provided by mandatory law shall remain reserved.

### 10. Term and Termination

#### 10.1 Commencement

This Agreement and each EULA Annex shall become effective upon End User's acceptance of a purchase offer of an authorized Cleondris Reseller with regard to Licensed Materials, or by clicking on the button "I accept" (or similar) before download or latest by installation of Licensed Material or upon signature by both contractual parties, whatsoever is first.

#### 10.2 Term

##### 10.2.1 Trial Software

This Agreement shall remain in effect for the longer of the following periods: (a) twenty (20) days or (b) until a Trial License Key that was granted under the terms of this Agreement has expired Upon request by End User, Cleondris may, at its sole option and discretion, extend the term by granting another Trial License Key.

##### 10.2.2 License Grant

Unless otherwise agreed in the EULA Annex, the End User shall be granted the right to use the Licensed Materials according to EULA Annex and this Agreement shall be valid for an initial term of one (1) year, thereafter automatically renewed for additional one-year terms until terminated.

#### 10.3 Termination by the End User

The End User may terminate this Agreement, or a single EULA Annex, to the end of a term by giving three (3) months' notice to Cleondris. No claims for refunds may be made for one-time license fees; recurring fees shall be owed until the expiration/termination of the Agreement and/or the respective EULA Annex.

#### 10.4 Termination by Cleondris

##### 10.4.1 License for Trial Software

If the End User is breaching this Agreement in any manner, this Agreement shall automatically be terminated.

#### 10.4.2 License Grant

Cleondris may terminate this Agreement, or a single EULA Annex, to the end of a term by giving three (3) months' notice to the End User. Such termination shall not affect any perpetual rights to use granted to the End User. Cleondris may also terminate this Agreement, including the affected EULA Annex, and revoke the rights granted to the End User therein (including, if applicable, any perpetual rights), if the End User is breaching this Agreement in a material manner, particularly if the End User is at least sixty (60) days in default of payment despite a written reminder or if he continues to be in violation of the provisions regarding protection of the Licensed Materials (Section 7) despite having received a written warning imposing a reasonable period of at least thirty (30) days to restore compliance with the contractual provisions. Furthermore, Cleondris shall be entitled to terminate the Agreement in accordance with Section 8.9, if it is unable to rectify the violation of intellectual property rights by any other means.

#### 10.5 Consequences of Termination

Upon termination or expiration of the Agreement, including the respective EULA Annex, the End User's right to use the Licensed Materials pursuant to Section 3 shall expire, except if End User has been granted a perpetual right to use the Licensed Materials and End User was not in breach of the Agreement. The End User shall be entitled to keep an archival copy of the Licensed Materials in order to fulfill its statutory record retention obligations and not for productive purposes. The End User shall ensure, and submit evidence thereof at the request of Cleondris, that it is no longer using the Licensed Materials (e.g. archival and backup copies) for productive purposes. The following sections shall survive termination of this Agreement: 1 (Scope / Definitions), 2 (Responsibilities of the End User), 7 (Rights to the Licensed Materials / Protection of the Licensed Materials), 6 (Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Term and Termination) and 12 (Final Provisions).

### 11. Miscellaneous

#### 11.1 Confidentiality

Both contracting parties shall, both in respect of themselves and their agents, mutually protect the

confidentiality of all non-public documents and information regarding the business of the other contracting party and which becomes available to them through the preparation and implementation of this Agreement, including the Licensed Materials and the content of the EULA Annex. This obligation shall apply as long as a legitimate interest exists in this respect, even after termination of the contractual relationship.

#### 11.2 Data Protection

The contracting parties acknowledge that the conclusion and performance of this Agreement may lead to personal data of the contracting parties, their employees, subcontractors etc. being processed. They hereby agree that such data can be used for the management of their business relations and can be disclosed for such purpose to third parties, such as - without limitation - manufacturers, subcontractors, intellectual property rights holders, in Switzerland or abroad. In such cases, the contracting party disclosing the data shall ensure that data protection is guaranteed by taking appropriate organizational, technical and contractual precautions.

#### 11.3 Export Control

The contracting parties are aware that the export of IT resources (in particular hardware and software, but also related know-how) from Switzerland may be subject to export control and the contracting parties shall comply with the respective provisions.

#### 11.4 Force Majeure

Cleondris shall not be held liable if it is prevented from performing the services set out in this Agreement in a timely and appropriate manner due to reasons beyond its control. The deadlines for performing such services shall be extended based on the duration of the impact of the circumstances that are beyond Cleondris' control.

### 12. Final Provisions

#### 12.1 License Grant and Maintenance Agreement Supersedes Agreement for License for Trial Software

Any download and/or installation of the Licensed Material requires the acceptance of this Agreement. In case of an already existing valid and fully paid up License Grant for Licensed Material between End User and Cleondris solely the terms of such EULA and EULA Annex regarding the License Grant shall apply to the downloaded Licensed Material.



## 12.2 Entire Agreement

This Agreement and its EULA Annexes shall govern the relationship between the contracting parties in relation to the subject matter of this Agreement in its entirety and shall replace any negotiations and correspondence made prior to the conclusion of this Agreement. In case of discrepancies, the most recent validly agreed provisions of the annexes shall take precedence over these provisions contained herein.

## 12.3 Notices

Any notices required to exercise rights and obligations under this Agreement shall be issued in writing, transmitted by letter or fax/email with subsequent confirmation letter, to the address of the contracting party specified in this Agreement or in the respective EULA Annex.

## 12.4 Severability

If individual provisions or parts of this Agreement, including its EULA Annexes, prove to be void or ineffective, the validity of the remaining parts of the Agreement shall not be affected. In such case, the contracting parties shall amend the Agreement in such way that the purpose of the void or ineffective parts is achieved as best as legally possible.

## 12.5 Assignment and Transfer

This Agreement, including its EULA Annexes, and any rights and obligations arising thereof may only be transferred or assigned to third parties upon prior written consent of the other contracting party.

## 12.6 Applicable Law / Jurisdiction

THIS AGREEMENT, INCLUDING ITS EULA ANNEXES, SHALL BE GOVERNED BY SWISS LAW without reference to its conflict of law rules and principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded. EXCLUSIVE JURISDICTION SHALL BE ZURICH; however, Cleondris shall be entitled - at its own discretion - to take actions against End User at End User's domicile.