

Enduser License Agreement

1. Subject of the Agreement/Definitions

1.1 Licensed Materials

The program in its object code, the related printed or machine-readable available documentation, and the data media shall be referred to hereinafter as "Licensed Materials." Under this Agreement, the Licensor shall grant the Customer the right to use the Licensed Materials specified in Section 3 for the specific use described therein upon Customer's payment in accordance with Section 5. The Customer alone shall be allowed to use the Licensed Materials and only on the computer unit on which they were initially installed.

The Licensed Materials shall be delivered - without granting copyrights to the Customer - solely for use during the term of the Agreement, and no ownership rights shall be transferred to the Customer. The Customer shall not be entitled to receive or use the source code (even if the Customer has said code in its possession for whatever reason).

1.2 Additional Services

Services in connection with the development and modification of the Licensed Materials to the requirements of the Customer, consultancy in selecting, installing, implementing, and using the Licensed Materials, and introduction to and training of the Customer's staff shall be provided by the Licensor pursuant to a separate agreement.

2. Customer's Responsibilities

The Customer shall be responsible for selecting, installing and using the Licensed Materials and solving problems specifically related to its use, provided that the Licensor has not advised the Customer on these activities in return for compensation. The Customer shall also be responsible for selecting, using and maintaining the IT systems used in connection with the Licensed Materials, other programs and data systems, and any required services and shall ensure the proper organization for the use of the Licensed Materials.

Furthermore, the Customer shall comply with the instructions issued by the Licensor in connection with the Licensed Materials, take appropriate precautions to check the results produced, secure and backup the data and be responsible for ensuring compliance with any laws applicable to the use of the Licensed Materials.

3. Principles of the Right of Use

Unless otherwise agreed the following provisions shall apply for the right of use:

The use of the Software depends on the licenses purchased and is subject to the Product Entitlement. If the Software supports multiple platforms or if you receive the Software bundled

with other software, the total number of devices on which all versions of the Software is installed may not exceed your product entitlement.

The license is effective for a limited amount of users and/or the license is effective for a limited amount of Data Objects.

| Term | Definition |
|---------------------|---|
| <i>User</i> | <i>Is each individual user who has an account to the internal IT Systems such as applications, folders, networks, services or Office 365 account. Users are also DataOwners</i> |
| <i>Data object</i> | <i>Describes the maximum amount of data objects which can be handled/scanned as per the defined number in the license certificate. Data objects are Files and Folders.</i> |
| <i>Subscription</i> | <i>Allows the user the usage of the module described for the defined time, including all in this time published releases and support.</i> |
| <i>Perpetual</i> | <i>Allows the user the usage of the currently available version of the module described in the license certificate without support or future releases for the defined time.</i> |

3.1 Normal Use

"Normal Use" for the purpose of this Agreement shall mean the, in full or parts, downloading, saving, transferring, converting, executing and reproduction of programs in machine-readable form for the purposes of executing program instructions to process the Customer's data, including temporarily producing the copies required for those activities, and using the related documentation.

Normal Use shall include the Customer's right to produce archival and backup copies. The use of such copies may not lead to an expansion of the scope of the right of use. Archival and backup copies shall also be identified as such.

Furthermore, the Customer shall be entitled to temporarily use the Licensed Materials on a backup system in the event of the breakdown of the designated IT system and to test such potential use.

Without derogating from the generality of the aforesaid, you may not make any commercial use of the Software, nor grant any third party any right to use the Software, whether or not for any consideration.

3.2 Evaluation

During the Evaluation Period solely for the trial and evaluation of the Software

The Demo License shall be effective upon completing the Software installation process and shall continue until the lapse of thirty (30) days from the installation day (or such longer period as approved in writing by Licensor), unless terminated earlier as set forth herein (the "Evaluation Period").

3.3 *Increased or Expanded Use*

Any increased or expanded use of the Licensed Materials compared to the specifications set out in the license mail, such as their use on one or more 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 the Licensor and shall also result in a corresponding adjustment to the license fee.

Should an increased or expanded use occur without the Licensor's approval, the Licensor may demand that the Customer immediately cease such use or, in case of subsequent approval, retroactively invoice to Customer the then applicable additional license fees.

3.4 *Modifications*

The Customer shall be entitled to modify the Licensed Materials to its own requirements at its own risk and solely within the scope specified in the documentation ("Parameterization") and combine it with interoperable programs. Any further change shall constitute an interference with the industrial property rights of the Licensor and shall require prior written agreement.

3.5 *Reverse Engineering*

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

4. **Delivery and Installation**

4.1 *Delivery and Installation*

Unless otherwise agreed, the delivery of the Licensed Materials shall occur at Licensor's option by making them available electronically for download or delivering them on a data medium.

Unless otherwise agreed, the Licensed Materials shall be delivered in their most recent version released for sale by the Licensor.

5. **Remuneration/Payment Terms**

5.1 *License Fee*

The one-time, recurring and/or usage-based license fee set out in the order confirmation resp. invoice shall be the remuneration for Normal Use of the Licensed Materials for the duration and intensity of the permitted use set out therein.

5.2 *Remuneration for Additional Services*

Unless otherwise set out in the license annex, additional services shall be invoiced on a time and material basis pursuant to Section 1.2.

5.3 *Expenses, Additional Costs, Taxes and Duties*

The Licensor 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.

5.4 *Payment Terms*

License fees shall be invoiced based on the due date set out in a contract or offer, while the costs for additional services shall be invoiced monthly, unless otherwise agreed; both shall be invoiced plus expenses and additional costs.

6. **Rights to the Licensed Materials/Protection of the Licensed Materials**

6.1 *Ownership and Industrial Property Rights*

The Customer shall be entitled only to the rights to use the Licensed Materials that are expressly granted under this Agreement. All other rights, particularly proprietary rights, copyrights, and industrial property rights to the Licensed Materials, and all usage rights not expressly granted shall remain the property of the Licensor or the owner of the industrial property rights to the Licensed Materials.

6.2 *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 the Licensor. Accordingly, the Customer agrees to treat the Licensed Materials with the same diligence and confidentiality as its own business and trade secrets, make compliant use of them as set out in this Agreement, and not to grant full or partial access to third parties in any way or form, nor to publish them, unless it is given prior written authorization to do so by the Licensor.

The Customer shall ensure that all persons who have access to the Licensed Materials comply with these obligations through appropriate instructions, agreements, and other suitable precautions.

The obligation of confidentiality shall remain in effect for as long as the Licensor has a legitimate interest in the Licensed Materials and even after the contractual relationship has ended.

6.3 *Control and Security of the Licensed Materials*

The Licensor shall be entitled to implement appropriate technical measures (activation key, time release, etc.) to protect the Licensed

Materials. The Customer shall not circumvent such measures.

6.4 *Protection of Industrial Property Rights*

The Customer shall recognize the ownership, the copyrights and the industrial property rights of the Licensor or owner of such rights to the Licensed Materials, abstain from committing any offence against the existence and extent of these rights for the duration of the license granted to it, take every action in accordance with the instructions of the Licensor to protect the rights of the Licensor or owner of such rights to the Licensed Materials, and provide the Licensor with reasonable support at Licensor's cost to defend the industrial property rights (Section 6.1). The Customer shall particularly apply or leave the proprietary notice of the Licensor on all full or partial copies of the Licensed Materials.

The Customer 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. In particular, Customer shall delete all parts of the Licensed Materials stored on computer systems or storage media prior to their transfer and/or destruction.

6.5 *Verification Measures and Audit Right*

The Licensor shall be entitled to perform an online check of the Customer's compliance with the provisions regarding Normal Use and protection of the Licensed Materials in the Customer's business itself or through a commissioned third party (e.g., a consultancy firm).

6.6 *Violations*

The Licensor shall be entitled to demand at any time that usage in violation of this Agreement be ceased. The right to terminate the Agreement in accordance with Section 10.4 shall remain reserved.

In the event that the Licensed Materials are being used in excess of the usage rights, the Customer shall pay to Licensor 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 Customer 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 Customer shall owe to the Licensor compensation in the amount of three times the annual fee (without discounts or staggered payments) for each violation. The Licensor reserves the right to claim further damages.

7. **Warranty of Quality**

7.1 *Warranty for Program Functionality*

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES AND RELATED DOCUMENTATION USED FOR TRIAL, EVALUATION OR PERSONAL USE PURPOSES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND. Provided the Licensed Materials (e.g., pre-version, test version, eval version) are not supplied without any warranty, the Licensor warrants the operability of the delivered Licensed Materials under this Agreement.

The licensor warrants that, for a period of sixty (60) days from the purchase date ("Warranty Period"), the Software licensed hereunder will perform substantially in accordance with the Documentation.

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 are deviating from the functionality and performance to an extent which abolishes or greatly impairs their fitness for use as described in the Documentation.

Furthermore, the Licensor warrants that the Licensed Materials have been protected from and inspected for "malware" (malicious codes, such as viruses) using an updated process employed by the Licensor prior to release to the Customer.

7.2 *Correction of Defects / Warranty Period*

The provisions of this Section 7.2 shall be subject to any diverging provisions agreed in a software maintenance agreement having been agreed with the Customer in accordance with Section 7.6.

The Licensor shall perform services to correct defects in the latest, unaltered version of the Licensed Materials which have been properly documented and reported to it within 60 days of the date of purchase. Such documentation shall be deemed adequate if it allows for the verification of the operating conditions under which a defect occurs.

If such repair or replacement would in Licensor's opinion be commercially unreasonable, upon Licensor's receipt of your written representation and promise that you have removed all instances of the Software and will not use the Software, refund the price paid by you for the applicable Software.

Defects may be remedied at Licensor's 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 Customer shall reasonably support the Licensor in analyzing the root causes and conditions of the defect and testing the patch or a workaround solution.

7.3 *Rescission*

Should the Licensor fail to remedy defects which have been reported and documented within the warranty period and should, as a consequence thereof, the use of the Licensed Materials in accordance with Section 7.1 be impossible or unreasonably difficult, the Customer may rescind the License Agreement after unsuccessful expiration of an additional grace period of at least 30 days (such grace period to be notified to the Licensor by registered mail). The provisions contained in Section 10.5 shall apply regarding the consequences of such rescission.

7.4 *Limitation of Warranty*

The Licensor cannot warrant that the Licensed Materials can be used without interruptions and errors in all of the Customer's intended combinations with all data, IT systems and other programs, or that the measures set out in Section 7.2 will prevent other defects from emerging.

Any data processed, shared, transferred, or otherwise used by you, including any of your users, is your sole responsibility. You must comply with applicable data protection laws and regulations. You must verify that no unauthorized users have access to your data. YOU SOLELY, ARE RESPONSIBLE TO BACK UP YOUR DATA. Under no circumstances will Licensor be liable for any inaccuracy, loss of or damages to your data used by you including any of your users by means of the Software.

7.5 *Exclusion of Warranty*

The Licensor shall be released from its warranty obligations to the extent that a defect is caused by circumstances that are not attributable to it, such as:

- changes in the usage and operating conditions;
- changes made to the Licensed Materials by the Customer or third parties;
- impacts by systems or programs not licensed by the Licensor.

Should a defect be attributable to the Customer, for example, if a user error occurred or if additional efforts are incurred due to Customer having failed to fulfill its obligation of cooperating with and providing adequate documentation to the Licensor, the Licensor shall be entitled to invoice the Customer on a time and material basis for the actual costs incurred by services to remedy the defect.

7.6 *Maintenance Services*

The Licensor agrees to perform services to maintain the functional efficiency of the Licensed Materials, after acceptance of such Licensed Materials, for Normal Use during an indefinite period of time in accordance with the rates, specifications and conditions of a separate software maintenance agreement or based on a

special agreement with the Customer, or to have such services performed.

8. **Warranty of Title**

8.1 *Content*

The Licensor represents that it has either developed the Licensed Materials itself and owns the applicable industrial 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, it had no knowledge of any conflicting third-party rights.

8.2 *Preventive Measures*

If it emerges that, in the view of the Licensor, the Licensed Materials do or could infringe the intellectual property rights of third parties in Switzerland, the Licensor shall at its choice either perform modifications at its own expense in order to eliminate the potential infringement of 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, the Licensor shall be entitled to take back the Licensed Materials. In such a case, the Customer shall solely have the right to a refund of the license fees that it has paid, subject to a deduction of an appropriate fee for their interim use.

8.3 *Release*

The Licensor shall be released from the aforementioned obligations if an intellectual property right claim arises on the basis that the Customer 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 license annex or that it did not adopt the changes provided by the Licensor pursuant to Section 8.2.

9. **Liability**

9.1 *Scope*

The liability of Licensor for direct damages incurred by the Customer 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 license fees or one annual fee actually paid to Licensor.

9.2 *Force Majeure*

The Licensor 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 Licensor's control.

9.3 *Exclusion*

Any liability of the Licensor resulting from the use of the Licensed Material, for the results of such use, lost data and indirect or consequential damages, such as loss of profits, non-realized savings, additional efforts and expenses by the Customer or third-party claims, shall be excluded.

9.4 *Additional Liability*

Any further liability provided by mandatory law shall remain reserved at all times.

10. **Term and Termination of the Agreement**

10.1 *Commencement*

This Agreement and each license shall become effective upon activation of the license key.

10.2 *Term*

Unless agreed a subscription license, the Customer shall be granted the perpetual right to use the Licensed Materials.

Subscription license grants the use of the Licensed Material for the duration specified in Sales Order.

10.3 *Termination by the Customer*

After one year from the date of acceptance has elapsed, the Customer may terminate this Agreement, to the end of a calendar year by giving 3 months' notice to the Licensor. No claims for refunds may be made for one-time license fees; recurring fees shall be owed until the expiration/termination of the Agreement.

10.4 *Termination by the Licensor*

The Licensor may only terminate this Agreement or the affected license annex and revoke the rights granted to the Customer therein, if the Customer is breaching the Agreement in a material manner, particularly if the Customer is at least 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 6) despite having received a written warning imposing a reasonable period of at least 30 days to restore compliance with the contractual provisions. Furthermore, the Licensor shall be entitled to terminate the Agreement in accordance with Section 8.2, if it is unable to rectify the violation of the intellectual property rights by any other options.

10.5 *Obligations at Termination*

Upon termination or expiration of the Agreement, the Customer's right to use the Licensed Materials pursuant to Section 3 shall expire.

Upon termination of this Agreement and/or License for any reason, you agree to destroy and

remove from all computers, hard drives, networks, and other storage media all copies of the Software and Documentation and, at the request of Licensor, shall so certify to Licensor that such actions have been performed.

The right of retention under Article 895 of the Swiss Civil Code shall be explicitly excluded.

11. **Miscellaneous**

11.1 *Confidentiality*

Both contracting parties shall, both in respect of themselves, 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. 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, sub-contractors, 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 parties shall comply with the respective provisions.

12. **Final Provisions**

12.1 *Entire Agreement*

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

12.2 *Form*

This Agreement, its license annexes and any amendments and supplements shall be made in writing in order to be valid. This formal

requirement may only be waived by written agreement.

12.3 Severability

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

12.4 Assignment and Transfer

This Agreement and any rights and obligations arising from it may not be transferred or assigned to third parties.

12.5 Applicable Law

This Agreement shall be governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.

12.6 Dispute Settlement

Both contracting parties shall attempt in good faith to reach an amicable solution to any disputes relating to this Agreement.

12.7 Place of Jurisdiction

If the contracting parties fail to resolve differences amicably despite respective efforts, the competent court at the domicile of the Licensor shall have exclusive jurisdiction over any disputes arising from or in connection with this Agreement. The Licensor however reserves its right to bring an action against the Customer at the Customer's domicile.

13. Special Agreements

Software may contain certain third-party technology and you acknowledge that your use of such third-party technology may be subject to separate terms and conditions. The owners of such third-party technology retain all ownership and intellectual property rights in their respective technology. In that case, this Agreement does not affect your legal relationship with these third parties. The relationship between Inter-Networking AG or DataGovernance Technologies Ltd and such third parties is that of Licensee/Licensor. For Software that contains any Oracle technology, Oracle is a third-party beneficiary under this Agreement and notwithstanding anything to the contrary in this agreement. Such third-party technology may also include software programs that are available without charge for use, modification and distribution or are licensed (or sublicensed) under the GNU General Public License (GPL) or other similar free software license. YOU HEREBY ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH THIRD PARTY TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY SUPPORT OBLIGATIONS AND Inter-Networking AG and DataGovernance Technologies Ltd AND SUCH THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE INCLUDING ANY THIRD PARTY TECHNOLOGY CONTAINED THEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANY IMPLIED WARRANTIES THAT CANNOT BE EFFECTIVELY DISCLAIMED SHALL BE LIMITED TO THIRTY (30) DAYS FROM THE DATE YOU ACQUIRE THE SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU MAY NOT PUBLISH RESULTS OF ANY BENCHMARK TESTS RUN ON SUCH THIRD-PARTY TECHNOLOGY. YOUR USE OF ANY THIRD-PARTY TECHNOLOGY IS AT YOUR SOLE DISCRETION AND RISK.

Exhibit

Additional program:

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10. Note that the programs are subject to a restricted license and can only be used in conjunction with the application package and that the customer is not permitted to modify the programs.
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Apache License

(1) Definitions

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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