

AUTOMAGICA SOFTWARE END USER LICENSE AGREEMENT (“EULA”)

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON AUTOMAGICA'S WEBSITE AT WWW.AUTOMAGICA.COM (AS MAY BE RELOCATED BY AUTOMAGICA FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND AUTOMAGICA SOFTWARE, INC. OR THE APPLICABLE AUTOMAGICA AFFILIATE (“AUTOMAGICA”). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO. IN THE EVENT YOU ARE REDIRECTED TO AUTOMAGICA'S WEBSITE, YOU AGREE THAT YOUR USE IS SUBJECT TO ANY TERMS OF SERVICE POSTED THEREON. AUTOMAGICA IS A PRODUCT BY AND IS LEGALLY REPRESENTED BY OAKWOOD TECHNOLOGIES BVBA.

This End User License Agreement (“**Agreement**”) is between Automagica and the customer (individual or entity) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user (“**you**”). This Agreement applies only to Software, Support and Maintenance Services, and Professional Services, as referenced herein.

1. Definitions.

Affiliate: means each legal entity that is directly or indirectly controlled by you on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by you (where “controlled” means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

Authorized User: means those licensed uniquely identified individuals who are authorized by you to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time. Licenses granted on an Authorized User basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf.

Customer Data: means data generated by you or your Authorized User and used by or imported into the Software, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee.

Documentation: means any supporting product help and technical specifications documentation provided by Automagica with the Software to you. Documentation does not include white papers, community forums, training videos, tutorials, Knowledge Base articles or other similar resources which may be made available for your convenience.

Effective Date: means the date of your first Ordering Document or the initial Delivery date of the Software (whichever is earlier).

License Term: means the Software license term specified on the applicable Ordering Document or by an Authorized Partner. The License Term may be a fixed term, a limited term for Evaluation Versions, or perpetual.

Ordering Document: means any order on a Automagica order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Software: means the proprietary Automagica software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Ordering Document), as more fully described in the Documentation. “Software” shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as “Software”. All undefined names

of Software products have the meanings given to them in the Documentation.

2. Automagica Software Products.

2.1 **Usage Metrics.** Your license to Automagica Software will be subject to either User-Based or Core-Based restrictions, as identified on the applicable Ordering Document, or if there is no Ordering Document, as otherwise designated by Automagica.

2.1.1 **User-Based License:** If your Software license is designated as User-Based, the total count of Authorized Users enabled to use such Software must not exceed the number of licenses purchased on the applicable Ordering Document(s) or received by you from Automagica, including to the extent applicable, across all Production and Non-Production Environments. Your purchase of “User-Based” licenses may be further specified on the applicable Ordering Document as included in a specified Software package, and the technical capabilities available to each Authorized User shall be as set forth in the Documentation.

2.1.2 **Core-Based License:** If your Software license is designated on the applicable Ordering Document as Core-Based, for each such license an unlimited number of Authorized Users may use the Software as set forth in the Documentation (until Core capacity is reached), provided that the total number of Cores made available to each installation of the Software does not exceed the permitted number of Cores identified on your Ordering Document. When the Software is installed and distributed across multiple computers, all Cores made available to the Software from each computer count toward the total number of Cores licensed by you and identified on your Ordering Document. “**Core**” means the processor or execution core within a computer's central processing unit, whether such Cores are virtual or physical. For purposes of Core-Based licenses, Authorized Users do not need to be uniquely identified.

Robot-Based License: If your Software license is designated as Robot-Based, the total count of Authorized robots enabled to use such Software must not exceed the number of licenses purchased on the applicable Ordering Document(s) or received by you from Automagica, including to the extent applicable, across all Production and Non-Production Environments. A user consumes a robot license when it is defined in the Automagica Portal, regardless of the number of machines it is defined on. However, the user cannot connect from more than one machine at a time. Please take into account this only works with Active Directory users. If you have local users, each of them is counted and consumes a license.

2.2 **Software Packages.** If you purchased or received a license to a Software product or package, such access and technical capabilities are as set forth in the Documentation and Ordering Document. For the avoidance of doubt, if you purchased or received a license to a Software package, each such Software package which is User-Based may be used only by users within the same company.

3. License.

3.1 **Grant of License.** Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term and Termination), during the applicable License Term, Automagica grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted under Section 3.7), non-exclusive license to use the Software for which you have been issued a license by Automagica or an Authorized Partner, but only in accordance with: (a) the Documentation; (b) the restrictions in Section 2 (Automagica Software Products), Section 3.9 (License Restrictions) and any restrictions on the applicable Ordering Document; and (c) the number of Authorized Users and/or permitted number of Cores and/or number of robots (as applicable), on the platforms and configurations or any other restrictions mutually agreed upon by you and an Authorized Partner. You may allow your Contractors and Affiliates to use the Software in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their acts or omissions were your own.

3.2 **Sample Code.** Subject to the terms and conditions of this Agreement, during the applicable License Term, Automagica grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to modify any sample source code from the Software provided by Automagica to you (“Sample Code”) solely for internal use for the purposes of designing, developing, testing and otherwise facilitating your use of the Software under this Agreement.

3.3 Production and Non-Production Environments:

3.3.1 **Production Environments.** As it relates to the Automagica Software, your use of the Software for the purpose of developing, creating, sharing, viewing and/or revising automations is considered use within a “Production Environment” and you are entitled to one (1) Production Environment for each software license you purchase under

this Agreement.

3.3.2 Non-Production Environments: You may use the Automagica Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with the functionality of your licensed Software, or for disaster recovery purposes ("**Non-Production Environment**"). For the avoidance of doubt, development of automations and any similar content creation is not a permitted use for the Non-Production Environment. Your installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores and/or robots and/or computers as provided under Section 3.1 above, unless specified otherwise. Your use of the Automagica Software in a Non-Production Environment may be concurrent with your use of the licensed Software in a Production Environment and such use is conditioned on you having an authorized license for the Software. Any additional licenses for Non-Production Environments other than what is described in this Section 3.3 can be purchased by you and shall be subject to the additional terms and conditions contained in the applicable Ordering Document.

3.4 Third-Party Code. The Software may contain or be provided with components which are licensed from third parties ("**Third Party Code**"), including components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3.5 Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you ("**Delivery**").

3.6 Client Sublicensees. You may permit third parties ("**Client Sublicensees**") to access the Automagica Software as Authorized Users on your servers but only so the Client Sublicensees may: (a) interact with automation scripts generated by you through your use of the Software, or (b) themselves create automation scripts, provided that in each case such automation is relevant to your provision of services to that particular Client Sublicensee ("**Automation Access**") and further provided that you, in providing your Client Sublicensees Automation Access, are not acting as "Marketing Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicensees may not publish their own data to your Server Software, use any data other than Customer Data with your Automagica Software or access your Automagica Software for any other purposes except as expressly permitted in this Section 3.7. For the avoidance of doubt, Client Sublicensees may not access any other Automagica Software, including any add-on features to Automagica Software for any purpose. You shall ensure that all Client Sublicensees' use of Automagica Software is limited as described in this Section 3.7 by designating the appropriate access levels for Client Sublicensees within Automagica Software. You shall be solely responsible for your relationships with Client Sublicensees and must notify Client Sublicensees that Automagica shall have no warranty, support or other obligation or liability to any Client Sublicensee. You acknowledge that Automagica does not assume and should not be exposed to the business and operational risks associated with your business or any aspects of providing Automation Access to your Client Sublicensees, and therefore you shall be liable for all acts and omissions of your Client Sublicensees as if their acts or omissions were your own.

3.7 License Restrictions. As a condition of your license, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Software, Third Party Code or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under Section 3.7 of this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software, Third Party Code or Sample Code; (d) except as permitted in Section 3.2, modify any part of the Software, Third Party Code or Sample Code, create a derivative work of any part of the Software, Third Party Code, or Sample Code, or incorporate the Software, Third Party Code or Sample Code into or with other software, except to the extent expressly authorized in writing by Automagica or as permitted by an applicable Open Source

Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Automagica in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Automagica or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Automagica product offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Automagica in writing; (i) as applicable to User-Based licenses, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Ordering Document(s); (j) as applicable to User-Based licenses, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between multiple users; (k) assert, nor will you authorize, assist or encourage any third-party to assert, against Automagica or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Software or Support and Maintenance or Professional Services you have purchased or used hereunder; or (l) use the Software to develop a product that converts any Automagica file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Automagica.

4. Ownership.

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Automagica and its licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Third Party Code, Deliverables, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software, Sample Code, Third Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5. Payment.

You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice, unless otherwise specified. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Automagica will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Automagica hereunder, you will provide Automagica with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

6. Term and Termination.

6.1 Term of License. Unless sooner terminated as provided herein, your license to Software expires at the end of the applicable License Term. License Terms may be renewed in an Ordering Document or as otherwise mutually agreed by the parties.

6.2 Term of Agreement. This Agreement commences on the Effective Date and expires at such time as all License Terms and service subscriptions hereunder have expired in accordance with their own terms (the "**Term**"). Either party may terminate this Agreement (including all related Ordering Documents) : (a) if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Automagica may terminate this Agreement and the Software license(s) (including termination of the Software license(s) if this Agreement has already expired or has been terminated) immediately upon any breach of Section 3.9 (License Restrictions) (b) if the other party ceases operation without a successor; (c) in order to comply with applicable laws, regulations, or requests of governmental entities, including Belgian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (d) if the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Unless otherwise specified herein, termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or

otherwise.

6.3 **Termination.** Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software, destroy all copies thereof and so certify to Automagica in writing, and immediately pay any outstanding fees due hereunder.

6.4 **Survival.** Sections 3.9 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term and Termination), 7.4 (Disclaimer of Warranties), 10.1, 10.2, 10.3 and 10.5 (Limitation of Remedies; Indemnification and Damages), 11 (Confidential Information), 12 (Export Compliance) and 13 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranties and Disclaimer.

7.1 **Limited Warranty.** Automagica warrants to you that for a period of thirty (30) days from Delivery (the "**Warranty Period**") the Software shall operate in substantial conformity with the Documentation. Automagica does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Automagica's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Automagica's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Automagica determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Automagica shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Ordering Document and does not renew or reset, for example, with renewal License Terms or the delivery of Software updates or maintenance releases or Product Keys.

7.2 **Exclusions.** The above warranty shall not apply: (a) if the Software is used with hardware or software not authorized in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; (d) to any Evaluation Version or other Software provided on a no charge or evaluation basis; or (e) to any automation scripts created using the Software.

7.3 **Mutual Warranties.** Both parties each hereby warrant to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with all applicable laws and regulations in effect during the term of the Agreement as they apply to such party's rights obligations under the Agreement.

7.4 **Disclaimer of Warranties.** THIS SECTION 7 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE ACTIVITIES AND THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER AUTOMAGICA NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

8. **Support & Maintenance.** Subject to the terms and conditions of this Agreement, including payment of any applicable fees, Automagica shall provide support and maintenance services for the Software for the period set forth in the Ordering Document. All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement including Automagica's then-current Support and Maintenance Policies.

9. **Professional Services.** Automagica shall provide the number of hours of professional consulting or training services ("**Professional Services**") purchased in the applicable Ordering Document or online ordering process. No Software license purchases are contingent on any Professional Services. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) training to assist with Software installation, deployment, and usage; and (b) training in use of the Software. You shall have a license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services ("**Deliverables**") solely in connection with your licensed use of the Software, subject to all the same terms and conditions as apply to your Software license (including in Section 3.9 (License Restrictions)), and subject to any additional terms and Automagica Software EULA (2020)

conditions provided with the Deliverables. You may order Professional Services under an Ordering Document or a mutually executed Statement of Work ("**SOW**") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. You will reimburse Automagica for reasonable travel and lodging expenses as incurred.

10. Limitation of Remedies; Indemnification and Damages.

10.1 **BUT FOR:** (A) EITHER PARTY'S BREACH OF SECTION 11.1 (USE OF CONFIDENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.9 (LICENSE RESTRICTIONS) OR SECTION 12 (EXPORT COMPLIANCE), OR (C) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, INCLUDING YOUR OBLIGATIONS UNDER SECTION 10.5, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 **BUT FOR:** (A) EITHER PARTY'S BREACH OF SECTION 11.1 (USE OF CONFIDENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.9 (LICENSE RESTRICTIONS), OR SECTION 12 (EXPORT COMPLIANCE), OR (C) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, INCLUDING YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.5, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM, OR (II) EUR1,000,000. IN THE CASE WHERE NO AMOUNT WAS PAID FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, AUTOMAGICA AND ITS LICENSORS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED EUR100.

10.3 The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4 Indemnification by You. Subject to this Section 10, you shall defend Automagica from and against all claims by third parties (including any Client Sublicensees and Contractors) resulting from or relating to: (a) any breach by you of Section 3.7 (Client Sublicensees), or (b) Client Sublicensees' use of the Software, and shall indemnify and hold Automagica harmless from and against any damages and costs awarded against Automagica or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Automagica: (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from Automagica. You may not settle any such claim relating to the Software without Automagica's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

11. Confidential Information.

11.1 **Use of Confidential Information.** Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential

Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software (including Software), pricing, documentation or technical information provided by Automagica (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Automagica without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("**Representatives**") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both Automagica and you will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential

Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.2 **Privacy Policy:** Your use of the Software, Support and Maintenance or Professional Services is subject to Automagica Software's Privacy Policy,

12. **Export Compliance.** You acknowledge that the Software is subject to Belgium export control and economic sanctions laws, regulations, and requirements, and to import laws, regulations, and requirements of foreign governments. You agree that (1) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations and (2) you shall not allow any third party to export, re-export, or transfer any part of Software in violation of these laws and regulations.

13. General.

13.1 **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Automagica may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Automagica's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Automagica's written consent except that you may assign your rights and obligations under this Agreement, in whole but not in part, without Automagica's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (a) the assignee is not a direct competitor of Automagica; (b) you provide prompt written notice of such assignment to Automagica; (c) the assignee is capable of fully performing your obligations under this Agreement; and (d) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

13.2 **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3 **Governing Law; Jurisdiction and Venue.** Excluding conflict of laws rules, this Agreement shall be governed by the laws of Belgium. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Belgium. Nothing in this section shall restrict Automagica's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located.

13.4 **Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.5 **Notices and Reports.** Any notice or report hereunder shall be in writing or in electronic format. If to Automagica by mail, such notice or report shall be sent to Automagica at Meierijstraat 1, 3920, Lommel Belgium to the attention of "Legal Department". If to Automagica by email, such notice or report shall be sent to: legal@automagica.com. If to you, such notice or report shall be sent to the mailing or email address you provided upon placing your order. Notices and reports sent by mail shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same.

13.6 **Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals, vendor registration processes, or forms related to individuals being on your premises for Professional Services, employed by you will supersede the terms and conditions of this Agreement, and any such Automagica Software EULA (2020)

document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.7 **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by Automagica for use of the Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

13.8 **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.9 **Audit Rights.** Upon Automagica's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any User-Based and Core-Based and Robot-Based limitations) and provide a current list of Authorized Users for User-Based licenses. With reasonable prior notice, Automagica may audit your use of the Software and compliance with this Agreement, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Agreement, then Automagica may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Automagica may be entitled to under this Agreement and applicable law.

13.10 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.11 **Government End-Users.** The Software is commercial computer software. The Software was developed fully at private expense. All other use is prohibited.

13.12 **Authorized Partner.** If you received the Software under an agreement ("**Partner Agreement**") with an authorized Automagica reseller, partner or OEM ("**Authorized Partner**") then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Automagica for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 7 or 8 herein, then Automagica has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 7.4 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Automagica. Automagica may terminate this Agreement (including your right to use the Software) in the event Automagica fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

13.13 **Third-Party Beneficiary.** Automagica Software, Inc., its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party, including without limitation your Client Sublicensees or Contractors under Section 3.7, is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.14 **Automagica's Customer List.** You agree that Automagica may disclose you as a customer of Automagica and use your name and logo on Automagica's web site and in Automagica's promotional materials.

13.15 **Language.** Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.