

END USER LICENSE AGREEMENT for iSYSTEM products

V2023.12

1. Subject of the Contract

1.1. The subject of this Agreement is the transfer of rights for the use of the products of the Licensor (iSYSTEM Software), which the User orders from the Licensor.

1.2. Subject to this Agreement are also all other iSYSTEM related products of the Licensor provided to the User within the 30-day Evaluation period, to the extent to which this Agreement refers to the rights and obligations of the Parties during the 30-day Evaluation period.

2. Definitions

2.1. Licensor is the entity Tasking B.V. and where applicable a TASKING Affiliate. **TASKING Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with TASKING and “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. The Licensor stipulates this contract with the User in their own capacity and in their own account.

2.2. User is a legal or natural person that orders the chosen iSYSTEM product from the Licensor and agrees to the terms and conditions of the use of this iSYSTEM product according to the provisions of this License Agreement.

2.3. iSYSTEM Software is a set of data files containing a program code, which is installed on the iSYSTEM Hardware or received from the Licensor, including all Upgrades/Updates, installed by the User during the Support/Subscription period. iSYSTEM Software is used standalone together with the iSYSTEM Hardware. The feature set of the iSYSTEM Software depends on the programmed activations on the iSYSTEM hardware. iSYSTEM Software includes, but is not limited to, the products winIDEA, testIDEA, fitIDEA and isystem.connect SDKs.

2.4. iSYSTEM Hardware are devices which the Licensor provides to the User, including but not limited to the products BlueBox, USB license dongle and other hardware.

2.5. Activation of iSYSTEM Software is the moment when the User enters the activation code (hereafter referred to as init string), which he orders from the Licensor, into the iSYSTEM Hardware.

2.6. Support period is a time period, starting from the purchase of iSYSTEM Software and Hardware and lasting for the term agreed upon by the parties. The User is entitled to Upgrades/Updates and Technical support only during this period.

2.7. Upgrades/Updates are all improvements, changes, modifications, versions, revisions, updates, upgrades, additions and exchanges of the iSYSTEM Software, provided by the Licensor.

2.8. Support is the aid and assistance offered to the User regarding the use or functioning of the iSYSTEM Software and/or Hardware.

2.9. Malfunction is the functioning of the iSYSTEM Software and/or Hardware substantially inconsistent with the ordinary functioning of the Software and/or Hardware at its regular and intended use.

2.10. License Agreement is this Agreement governing the use of the licensed iSYSTEM products of the Licensor. iSYSTEM products can be licensed under two different License Models:

- a) a Perpetual license, or
- b) an Enterprise license (Term Base License).

2.11. Invoice is issued by the Licensor or their distributor for the iSYSTEM products and/or services ordered by the User. The invoice contains information about the purchased iSYSTEM product, price, License Model and the duration of Support/Subscription period, as well as a disclaimer about the applicability of this License Agreement. The invoice is considered part of this License Agreement.

2.12. Intellectual Property Rights are all copyrights and adjacent rights, including the *sui generis* database right as well as all other intellectual property rights, especially industrial property rights, and all other rights, similar to intellectual property rights under any jurisdiction worldwide, which are the subject of any licensing agreement between the Licensor and the User.

3. Entering into force and validity

3.1. This License Agreement enters into force when the User clicks the "I agree" button at the installation of the iSYSTEM Software.

3.2. It is considered that the User is familiar with the content of this License Agreement if they were explicitly notified about the applicability of this License Agreement on the Invoice or other document (e.g. order form or delivery note) and the content of this License Agreement is made available on the webpage, stated on the Invoice or other document.

3.3. By clicking the "I agree" button, the natural person, who carries out this action, confirms that they are the statutory representative of the User or a person that was authorized by the User to carry out this action on their behalf.

3.4. If the User does not agree with any provision of this License Agreement and does not click on the "I agree" button, further use of the iSYSTEM Software is not permitted. Any use of the iSYSTEM Software by the User without the acceptance of the terms and conditions of this License Agreement constitutes an infringement, for which the User is liable.

3.5. This License Agreement remains effective and continues until expiration of the license period as applicable to the agreed License Model, unless earlier terminated as set forth in this License Agreement.

3.6. Regardless of the provision of the previous Paragraph, the User is entitled to Upgrades/Updates and Technical support for the iSYSTEM Software only during the Support/Subscription period.

4. License

4.1. With the activation of the iSYSTEM Software the User obtains a non-exclusive, non-transferable and limited right to use the iSYSTEM Software, which is subject to this License Agreement and conditioned upon payment of the applicable license fees.

4.2. Perpetual license allows the User to use the Software for an indefinite period of time after the activation of the iSYSTEM Software. The User is not entitled to Upgrades/Updates and Technical support after the expiry of the Support period. The duration of the Support period is marked on the invoice.

4.3. Enterprise license allows the User to use the Software for a definite period of time, agreed upon by the parties (Subscription period), after the activation of the iSYSTEM software. The User is entitled to Upgrades/Updates and Technical support for the entire duration of the agreed upon Subscription period. The duration of the Subscription period is marked on the invoice.

4.4. The User can use the iSYSTEM Software in an ordinary manner consistent with the purpose and functionality of the Software. However, the Licensor does not warrant that the functions contained in the iSYSTEM Software will meet the User's requirements, or that the operation of the iSYSTEM Software will be uninterrupted or free of malfunction, or that malfunction of the iSYSTEM Software will be corrected. The iSYSTEM Software licensed hereunder is provided "as is" without any actual or implied warranty of any kind, either express, implied or statutory, including without limitation, any warranty with respect to non-infringement, merchantability or fitness for a particular purpose. Furthermore, the Licensor does not warrant or make any representations regarding the User's use or the results of the User's use of the iSYSTEM Software in terms of correctness, accuracy, reliability or otherwise.

4.5. The User can permit the use of iSYSTEM Software to persons they employ or cooperate with on a contractual basis. The User is liable for the use of the iSYSTEM Software by those persons as if they were using it themselves.

4.6. The User may not permit the use of the iSYSTEM Software to third persons. Should they allow for such use, the User is liable for the use of the iSYSTEM Software by third persons as if the User were using it themselves and also for all damages which are the result of force majeure.

5. Limitations

5.1. Without the explicit written consent of the Licensor and notwithstanding the statutory limitations of the Licensor's rights, the User may not reproduce the iSYSTEM Software or its individual components, regardless of whether such reproduction is of limited or unlimited duration and regardless of the means and manner in which it is executed.

5.2. Without the explicit written consent of the Licensor and notwithstanding the statutory limitations of the Licensor's rights, the User may not decompile, reverse engineer or otherwise obtain the source code of the iSYSTEM Software or any support algorithms, techniques or ideas incorporated in the iSYSTEM Software.

5.3. Without the explicit written consent of the Licensor and notwithstanding the statutory limitations of the Licensor's rights, the User may not translate, adjust, adapt or otherwise process the iSYSTEM Software.

5.4. Notwithstanding the statutory limitations of the Licensor's rights, the User may not distribute or lease the iSYSTEM Software in any form, unless otherwise provided by a special Agreement between the User and the Licensor.

6. Evaluation of the product

6.1. Upon delivery the User may trial use the iSYSTEM Software, which is the subject of this License Agreement, and all other iSYSTEM Software, which is provided to the User for trial use, for 10 days following the first startup of the Software (Evaluation period), provided he accepts the terms and conditions of this License Agreement by clicking the "I agree" button.

6.2. The User obtains a non-exclusive, non-transferable and limited right to use the iSYSTEM Software within the 10-day Evaluation period.

6.3. The license in the previous Paragraph is subject to the terms and conditions in Articles 4 and 5 of this License Agreement.

6.4. Should the User enter the init string at any point before the commencement of the Evaluation period or during its term, the Evaluation period does not commence or is terminated and the Support/Subscription period commences.

6.5. If the User acquires the Software by concluding an Evaluation Agreement with the Licensor, he is allowed to use the Software under the conditions of the Evaluation Agreement.

7. Upgrades/Updates

7.1. The Upgrades/Updates of the iSYSTEM Software are carried out by the User, according to the possibilities provided by the Licensor based on the purpose and functionality of the Software.

8. Technical support

8.1. Technical support is provided by the Licensor.

8.2. Technical support is performed in the following manners:

- support via e-mail,
- support via telephone.
- support portal

8.3. The Licensor provides Technical support in an ordinary extent according to the nature of the iSYSTEM Software and the occurred malfunction. Any support, exceeding the ordinary extent is charged to the User according to the valid iSYSTEM pricelist or individual pricing arrangement between the parties.

8.4. Should the iSYSTEM Software have a defect that prevents it from functioning normally considering the purpose and functionality of the Software, the User must inform the Licensor of any such defect in an ordinary manner immediately or at least within 10 days from discovering the defect.

8.5. In this case the Licensor will repair or exchange the iSYSTEM Software within a time period, ordinarily necessary for the repair or exchange of the Software considering the purpose and functionality of the Software.

8.6. The User is not entitled to repairs or exchanges and the Licensor is free of his obligations under the previous Paragraph if the malfunction of iSYSTEM Software is the result of the Software being used contrary to the provisions of this License Agreement, the instructions of the Licensor or the ordinary use of the Software.

9. Intellectual Property Rights

9.1. The Licensor assumes liability that he validly obtained all Intellectual Property Rights in the iSYSTEM Software, enabling the User to use the Software, or that the Licensor himself is the holder of all Intellectual Property Rights in the iSYSTEM Software.

9.2. Should the User be subjected to any third party claiming the infringement of their Intellectual Property Rights in the iSYSTEM Software, or claiming that the Licensor did not validly obtain all Intellectual Property Rights in the iSYSTEM Software, and thus preventing the User from using of the Software, the Licensor agrees to defend the User from any such claims. The Licensor is only bound by this obligation if the User informed them of a third party claim before they complied with the claim in any manner. Notwithstanding the statutory limitations of the Licensor's rights, this obligation is binding for the Licensor for 1 year following the day on which the Licensor became aware of the third party claim.

9.3. With this License Agreement the User obtains no Intellectual Property Rights in the iSYSTEM Software that would exceed their right to use the iSYSTEM Software according to the terms and conditions of this License Agreement or the applicable legislation.

9.4. The User may not transfer this License Agreement or any rights resulting from this License Agreement to any third party without the written consent of the Licensor. The User may grant the right to use the iSYSTEM Software to his employees or contractual co-operators according to the terms and conditions of this License Agreement.

9.5. The Licensor is holder of Intellectual Property Rights in the iSYSTEM sign, the product names winIDEA, testIDEA and their other products. Without the explicit written consent of the Licensor and notwithstanding the statutory limitations of the Licensor's rights, the User may not use or exploit these signs and names in any way, especially for commercial purposes or in a manner which implies that the User and the Licensor are in any way commercially linked or that the User acts on behalf of the Licensor.

10. Exclusion of liability

10.1. Notwithstanding the minimal statutory obligations or limitations, the Licensor, their suppliers, partners and distributors are not liable for any kind of damage incurred to the User or third persons due to the use or inability to use the iSYSTEM Software or due to a change or adaptation of the iSYSTEM Software and Hardware, carried out by the User or a third person on any contractual basis with the Licensor or without legal basis, or with any other purpose. To avoid any doubt, the stated damage includes, but is not limited to, reduction of property (ordinary damage), prevented property increase (lost profits) and any damage due to physical and mental harm or fear as well as damage due to the tainted reputation of a legal entity (immaterial damage).

10.2. Notwithstanding the minimal statutory obligations or limitations, the Licensor's liability does not exceed the purchase price of the iSYSTEM Software and Hardware, paid by the User.

10.3 The exclusions and limitations referred to in Sections 10.1 and 10.2 shall not apply if and insofar as the loss is the result of wilful intent or conscious recklessness on the part of the TASKING's management.

11. Non-disclosure

11.1. For the entire term of this License Agreement and even after its termination the User will not exploit or disclose any confidential information of the Licensor that they became aware of due to their cooperation with the Licensor or through the use of the iSYSTEM Software and Hardware.

11.2. The User may not disclose any information, labelled by the Licensor as confidential or presented to the User as confidential as well as all other information that poses a clear damage threat, should an unauthorised person gain access to it. The user is liable for any infringement of this obligation, if they knew or should have known about the confident nature of the information.

11.3. The User is liable for all material and immaterial damage resulting from an infringement of any provision in this Article.

12. Suspension and Termination of the License Agreement due to breach

12.1. The User may not suspend any payment and may also not set off any amounts owed. The Licensor reserves the right to suspend the User's limited right to use the iSYSTEM Software and, if applicable, any Upgrades/Updates and Technical support immediately upon notice if the User is in breach of its payment obligations (either directly to the Licensor or indirectly through or by a distributor of the iSYSTEM products). The Licensor shall first give the User thirty (30) days written

notice of its intention to suspend the User's right to use the iSYSTEM Software and/or the provision of Upgrades/Updates and Technical support if the relevant breach is not remedied and the User fails to remedy such breach within such period.

12.2. The User may choose to stop using the iSYSTEM Software and terminate this License Agreement at any time for any reason upon written notice to the Licensor, or as the case may be the distributor. Upon any such termination (i) the User will not be entitled to a refund of any pre-paid fees and (ii) if the User has not already paid all applicable fees for the then-current Support or Subscription Period any such fees that are outstanding will become immediately due and payable.

12.3. Both Parties have the right to terminate this License Agreement should the other party be in breach of the provisions of this Agreement. The terminating party must inform the other party about the termination of this License Agreement in writing via post or e-mail. Should it be evident from the nature of the breach, that the infringement cannot be redressed, the party loyal to the Agreement can terminate the License Agreement immediately. If the breach can be redressed, the party loyal to the Agreement must inform the other party about the breach in an ordinary manner and set a term of minimum 30 days for the redress of the breach. If the infringing party does not redress the breach within this term, the loyal party may terminate this License Agreement. This provision is without prejudice to the provisions of this License Agreement on Technical support.

12.4. In case of breach, the loyal party may seek damage compensation according to statutory provisions on damage liability. This provision is without prejudice to the provisions of this License Agreement on Technical support.

13. Final provisions

13.1. This License Agreement constitutes an entire agreement for the iSYSTEM Software and supersedes all other agreements on the subject of this License Agreement, except where this License Agreement is expressly complemented or replaced by another contract or document, stipulated between the Licensor and the User.

13.2. The provisions of this License Agreement are independent of each other, and the invalidity of any provision or any part of any provision does not affect the validity or enforceability of any other provision. ^[L]_[SEP]

13.3. The failure of either party to require performance by the other party of any provision of this Agreement does not affect the full right to require such performance at any subsequent time, nor does the waiver by either party of a breach of any provision of this License Agreement be held to be a waiver of the provision itself. ^[L]_[SEP]

13.4. The Licensor is entitled to revise the terms and conditions of this License Agreement from time to time with notice given to the User by email, through the iSYSTEM Software or through the Licensor's website. The amended terms and conditions enter into effect on the date mentioned in the message in which the Licensor announces the revisions. Distributors of iSYSTEM products are not authorized to revise or modify this License Agreement or make any promises or commitments on the Licensor's behalf without the Licensor's consent, and the Licensor is not bound by any

obligations to the User other than as set forth in the License Agreement, unless the Licensor has so agreed in writing.

13.5. The Licensor may inform the User via e-mail or any other means about new versions of the iSYSTEM Software and other upgrades and modifications in their product and service range.

13.6. All User data acquired through the stipulation and execution of this License Agreement or through Technical support activities can be used by the Licensor in an anonymised form which prevents the identification of the User, for business purposes, including support, diagnostic, testing, research and development activities related to the iSYSTEM Software or other products and services of the Licensor. In handling User data the Licensor is bound by the applicable personal data protection legislation and trade secrecy legislation. The Licensor is not liable for any breach regarding User data or third party data, including personal data, trade secrets and other data, which was submitted to the Licensor without legal grounds or contrary to statutory obligations. The User agrees that the privacy policy as published on the Licensor's website applies to any processing by the Licensor of the User's personal data. The User hereby expressly consents, on behalf of itself and any persons the User permits to use the iSYSTEM Software in accordance with this License Agreement, to the privacy policy. The Licensor may amend the privacy policy from time to time and will give notice of the amendments. It is the User's responsibility to review the privacy policy and become familiar with any amendments. The User's continued use of the iSYSTEM Software following such amendments will be regarded as the User's acceptance of the revised privacy policy.

13.7. Any dispute arising from this License Agreement is governed by the laws of The Netherlands, without reference to conflict of law or choice of law principles or decisions. The parties specifically disclaim the application of the United Nations Conventions on Contracts for the International Sale of Goods in connection with this Agreement as well as the application of Title 1 of Book 7 (Sale) of the Dutch Civil Code. Unless and to the extent that provisions of mandatory law preclude this, all disputes that may arise between the parties because of or in connection with this Agreement will be settled exclusively in the first instance by the District Court Midden-Nederland (location Amersfoort), notwithstanding the Licensor's right to submit a dispute, as referred to above, to any other competent court.