

GENERAL LICENSE TERMS

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In these General License Terms, the following (capitalized) expressions shall have the following meanings:

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- (f) **Initial License Term:** the initial minimum fixed license term as set out in the Subscription Plan or 1 month if the Subscription Plan does not specify such term;
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- (i) **Licensee:** the party that is identified as such in the Subscription Plan and that has acquired one or more Licenses;
- (j) **License Term:** the Initial License Term commencing on the Delivery Date and any Subsequent License Term(s).
- (k) **Licensor:** the party that grants the License to the Licensee, in this case, Deploy B.V. or its successors.
- (l) **Maintenance:** periodic distribution of bug fixes and Updates (excluding however, for the avoidance of doubt, Technical Enhancements and Support), all as scheduled by Licensor;

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 - (i) Autonomous deployment of ML models, realizing ML engines
 - (ii) Tracking of prediction, decisions and interactions of ML engines.
 - (iii) Explain predictions to the level that is demanded by the specific interactor.
- (r) **Subsequent License Term:** any subsequent term which follows the Initial License Term.
- (s) **Support:** technical support services for the Software provided by Licensor as agreed on in the Subscription Plan.
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- (u) **Update:** a minor amendment of the Software, which may include minor functionality enhancements, bug fixes or performance or error corrections and shall be marked as a new sub-version number ("1.X") or sub-sub-version number

("1.X.X"). The assignment to the category of Update or Technical Enhancements (as defined hereinafter) shall be at the sole discretion of Licensor.

- (v) **Version:** each Software version identified by a number of three digits separated by a dot (for instance 1.2.3.) whereby the first digit indicates the major release (*Technical Enhancements*), the second digit indicates a minor release (*Update*), the third digit indicates the maintenance release (*minor Update*). Parties acknowledge and agree that each Technical Enhancements (i.e. each increase of the first digit) and/or each Update (i.e. each increase of the second digit) shall each constitute a new Version of the Product.
- (w) **Workaround:** a suggested set of actions or recommendations intended, when properly implemented, to materially restore the functionality of the Software or to provide equivalent or similar functionality.

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- 3.1 **Subscription License.** To the extent reflected in the Subscription plan, subject to the terms and conditions of the Agreement, Licensor hereby grants to Licensee a limited, personal, non-transferable, revocable, non-exclusive, without the right to sublicense, worldwide license to use and to the extent applicable install the Software on a subscription basis, solely for the purpose of granting the right to access and use the Software to a certain number of its own internal Named Users. In the event that the Licensee does not pay the Licensor the Fee within the specified period, the Licensee will obtain no right to use the Software.

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6.1 Licensee expressly acknowledges that operation of the Software requires that Licensee has or obtains, at Licensee's sole cost and expense, appropriate hardware and third-party software and/or application licenses, such as (but not limited to) operating systems. These General License Terms does not grant any license in or to any other software than the Software. Licensee is responsible for procuring all such necessary third-party software or other hardware or equipment.

7. **Fees**

7.1 Licensee agrees to pay the Fees as described in the Subscription Plan and based upon the rates and amounts set forth in the Subscription Plan

7.2 All Fees payable to Licensor, are due and payable within thirty days of the date of the invoice. The obligation of Licensee to pay any invoice is not subject to completion of any implementation or other services by Licensor. Failure to pay the Fees and/or other amounts owing for the use of the Software (plus any applicable taxes) may result in termination of the License and related Maintenance and Support.

8. **Maintenance and Support**

8.1 **Support.** Licensor shall only provide Support according to the terms agreed upon in the Subscription Plan.

8.2 **Maintenance.** Licensor, in its sole discretion, shall provide Licensee, from time to time, with Updates (including periodic distribution of bug fixes, maintenance releases and minor enhancements) as scheduled by Licensor in its sole discretion.

8.3 **Supported version.** Upon each new release (regardless whether such release constitutes an Technical Enhancements or an Update), Licensor reserves all rights to maintain only the latest Version of the Product that has been thus revised at Licensor's discretion.

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9.1 **Technical Enhancements.** The Maintenance and Support shall be exclusive of any Technical Enhancements to the Software. Technical Enhancements are provided as they become commercially available. In order to receive any Technical Enhancements, the Licensee must:

- (a) pay the applicable Fees for that Technical Enhancement;
- (b) to the extent not included in such applicable License Fees, pay the applicable Support Fees for the then current Support period.

Unless explicitly stated otherwise, the terms of these General License Terms shall apply and the Technical Enhancements shall be deemed Licensed Software under these General License Terms upon payment by Licensee of the applicable Fees.

10. Warranties

10.1 **Software Warranty.** Licensor warrants that the Software will perform substantially in accordance with the applicable part of the Documentation for the Initial License Term following the Delivery Date (the “Warranty Period”) when maintained and operated by Licensee in accordance with the License and the Documentation (“Software Warranty”).

10.2 **Limitation.** The Software Warranty will not apply if any failure, error, defect or malfunction results from any Misuse of the Software or is otherwise not attributable to Licensor. Licensor makes no representation or warranty;

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- (iii) that the Software will operate with other hardware, software, systems or data, including, without limitation, any liability for business expense, machine downtime, loss of or corruption to data, or damages caused to Licensee or third parties by any deficiency, defect, error or malfunction.

The Software Warranty applies only to the original Licensee and is not transferable to any third party or assignee of Licensee.

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11. Limitation of liability

- 11.1 Exclusion of indirect damages.** In no event shall Licensor be liable to Licensee or any third party under any theory of liability for lost profits and/or any other indirect, incidental, consequential, special or punitive damages, however caused, including, without limitation, (i) loss of revenue, business or use; (ii) loss of anticipated savings; (iii) loss of actual or anticipated business and/or goods; (iv) loss of goodwill; (v) loss and/or corruption of data and/or other information, (vi) loss as a result of third party claims; and/or (vii) the cost of procuring replacement goods and/or services. For the avoidance of doubt, the types of loss and/or damage specified in (i) through (vii) shall not constitute direct losses for the purposes of the Agreement. The foregoing limitation will apply even if Licensor has been advised of the possibility of such damages or if such damages are foreseeable.
- 11.2 Cap on liability.** To the fullest extent permitted under applicable law, Licensor's aggregate liability of all kinds towards Licensee for any damages and claims arising from or related to the Software, the Documentation or the Agreement, other than as set out under 11.1 above, whether for breach (including dissolution), infringement, in tort, indemnification or otherwise, shall be limited to an aggregate amount equal to the lower of either (i) the Fees in respect of the Software only (excl. any taxes) actually received by Licensor for Licensee's use of the Software during the six (6) month period preceding Licensee's initial written notice to Licensor of any claim or potential claim hereunder or (ii) the amounts covered and paid-out in relation to Licensor's liability under Licensor's professional liability insurance policy. The existence of one or more claims under the Agreement shall not enlarge the limit.
- 11.3 No Fees, no liability.** For the avoidance of doubt, Licensee understands and acknowledges that in the event Licensee pays no Fees in respect of the Software, Licensor's aggregate liability of all kinds towards Licensee for any damages and claims arising from or related to the Software, the Documentation or the Agreement, shall be fully excluded and Licensee thus waives any claim whether for breach (including dissolution), infringement, in tort, indemnification or otherwise. The foregoing only applies to the extent permitted under Applicable Law.
- 11.4 Employees and agents.** The limitations and exclusions of liability, as well as indemnity stipulated for Licensor itself in these General License Terms are also stipulated for and on behalf of Licensor's directors, employees, agents and other intermediaries and/or any other person employed by it or delivering services to it within the framework of the Agreement.
- 11.5 Limitation in time.** Licensee may not bring a claim under the Agreement more than twelve (12) months after the cause of action arises.

12. Intellectual Property

- 12.1 Third party claims.** Subsequent to Section 4.4 of these General License Terms, Licensee will notify Licensor of any claim which may be made against Licensor or Licensee alleging that the Software infringes the Intellectual Property Rights of a third party as soon as Licensee becomes aware of any such actual or potential claim.
- 12.2 Infringement.** Licensee shall immediately bring to Licensor's attention any infringement or suspected infringement by any third party of any of the Intellectual Property Rights in the Software or the Documentation of which Licensee is aware and shall at Licensor's request and

expense take such action or assist Licensor in taking such action as Licensor may deem appropriate to protect Licensor Intellectual Property Rights.

13. Confidentiality

13.1 **Confidentiality.** Licensee agrees to keep the Confidential Information of Licensor confidential and not to disclose it to third parties, unless expressly otherwise agreed by a duly authorized representative of Licensor. Licensee shall be entitled to disclose Licensor's Confidential Information only to those of its personnel, consultants and agents that have a reasonable need to know such Confidential Information for the purposes of these General License Terms, and provided the Licensee instructs its personnel, consultants and agents to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information and in no event, less than a reasonable degree of care.

13.2 **Limitations.** The obligations set forth in this Section 13 shall not apply to any information which:

- (i) is published or otherwise becomes available to the general public through no fault of Licensee;
- (ii) has been validly obtained by Licensee from a third party not being bound by any confidentiality or similar secrecy obligation;
- (iii) was in Licensee's possession without proprietary restrictions prior to the date of disclosure by Licensor to Licensee;
- (iv) was developed by Licensee without reference to the Confidential Information; or
- (v) is required to be disclosed pursuant to applicable law, to the extent of such requirement only and provided that Licensee shall, if feasible, provide Licensor prior notice of such proposed disclosure and a reasonable opportunity to contest such disclosure.

13.3 **Survival.** This Section 13 shall survive the termination of these General License Terms for any reason, and shall stay effective until five (5) years after the termination of these General License Terms.

14. Term and termination

14.1 **Term.** The term of the Agreement shall commence on the Delivery Date, and will remain effective during the Initial License Term and Subsequent License Term(s). The License shall be automatically renewed at the end of the Initial License Term or each Subsequent License Term, each time for a Subsequent License Term, unless explicitly terminated in accordance with the provisions of this Section 14.

14.2 **Termination upon notice.** The Agreement can be terminated at the end of the relevant Initial License Term or Subsequent License Term by either party upon, taking into account the Notice Period, giving a written notice to Licensor (or, if terminated by Licensor, to the relevant Licensee), starting on the first day of the month following the date of delivery of the termination notice.

14.3 **Termination for Cause.** Without prejudice to either party's other rights accorded to it by this License or by law, either party can terminate the Agreement with immediate effect by written notice to the other party, if any of the following events occur:

- (a) the other party breaches the Agreement and fails to cure such breach within ten

- (10) days of the receipt of written notice of such breach from the non-breaching party;
- (b) the other party breaches the Agreement, and such breach is not curable (a breach of the License terms by Licensee shall be deemed a breach which is not curable);
- (c) the other party makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, becomes subject to any proceedings under any bankruptcy or insolvency law (whether domestic or foreign), has wound up or liquidated, voluntarily or otherwise;
- (d) the other party becomes insolvent or ceases or threatens to cease to carry on its business in the normal course;

Termination by either Party pursuant to this Section 14.3 shall not entitle the other Party to any refund of any prepaid Fees.

14.4 **Consequence of termination.** In the event of termination of the Agreement, Licensee shall within seven (7) days after the termination terminate any use of the Software remove the Software from Licensees server(s) provide Licensor with a written declaration that this has been done.

15. Miscellaneous

15.1 **Assignment.** The Agreement may not be assigned, delegated or otherwise transferred by Licensee, by merger, acquisition, change of control, operation of law or otherwise, without the express prior written authorization from Licensor, which may withhold consent in its sole discretion. Any attempt by Licensee to assign, delegate or otherwise transfer the Agreement in violation of the foregoing restrictions shall be a breach and Licensor shall have the right, in addition to any other remedy available at law or in equity, to terminate the Agreement at any time subsequent to such breach. Licensor may assign and/or transfer the Agreement in whole or in part to its successors or to any third party or entity acquiring all or substantially all of Licensor's assets.

15.2 **Severability.** If any part of these General License Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these General License Terms, which will continue to be valid and enforceable to the fullest extent permitted by applicable law. The invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner.

15.3 **Representations.** Each party represents and warrants to the other that it has full authority to enter into the Agreement, that the execution and/or performance of the Agreement does not and will not violate or interfere with any other agreement by which such warranting party is bound; and that the warranting party will not enter into any agreement whose execution/performance would violate or interfere with the Agreement.

15.4 **Survival.** The rights and obligations under the Agreement which by their nature should survive, including but not limited to all rights and obligations in Sections 4, 11, and 13 of these General License Terms will remain in effect after any termination or expiration hereof.

15.5 **Governing Law**

- (a) **Applicable law.** These General License Terms are governed by and will be interpreted in accordance with the laws of the Netherlands, without reference to its conflicts of law provisions.
- (b) **Competent court.** Any dispute regarding these General License Terms shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.