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This Agreement (as defined hereinafter) is an agreement between you or the person or legal entity that you represent ("Licensee" or "you") and Unit040 Ontwerp B.V. ("Unit040", "Licensor" or "we") for the license to use the Software (as defined hereinafter). It is important that you read this Agreement carefully before using the Software and any accompanying Documentation (as defined hereinafter) made available to you by Licensor.

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## Article 1. Definitions and interpretation

1.1 For the purpose of this Agreement and all related documents, the capitalized terms as defined below shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

**"Agreement"** this End-User License Agreement, including all appendices, subsequent amendments hereof and/or addenda hereto, which form an integral part of this End-User License Agreement, as may be agreed upon in writing between the Parties.

**"Article"** an article of this Agreement.

**"Documentation"** all documentation related to the Software, including but not limited to printed materials, online files, electronic documentation or other media, made available to you by Licensor from time to time.

**"Intellectual Property Rights"** all copyrights, neighbouring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world.

**"License"** a non-exclusive, non-transferable (except as provided by this Agreement) license to use the PRespective Software through 1 (one) Workstation under the terms and conditions of this Agreement.

**"Limited License"** any license that allows the use of Limited Software on a Workstation, including but not limited to a Pre-Release License and Research and Educational License, and in any event not a License or a Trial License.

**"Limited Software"** a version of the PRespective Software (including but not limited to all evaluation and/or demonstration copies of the PRespective Software) which is not necessarily the full version and can be used through a Limited License and might be limited in its capacity and/or functionalities.

**"Parties"** Licensor and Licensee together.

**"Party"** Licensor or Licensee individually.

**"Privacy Policy"** the privacy policy of Licensor, which can be read and downloaded at <https://www.perspective-software.com/privacy-policy>

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**"Pre-Release License"** a non-exclusive and non-transferable license to use the Limited Software on a Workstation under the terms and conditions of this Agreement.

**"Research and Educational License"** a non-exclusive and non-transferable license to use the Limited Software on a Workstation for research and/or educational purposes under the terms and conditions of this Agreement.

**"Service Levels"** the different service levels offered to you by Licensor under a separate service level agreement.

**"Software"** any and all software made available to you on a Workstation which can be used with a License, Limited License or Trial License, including but not limited to the PRespective Software and Limited Software.

**"Third Party Software"** any software and/or components of such software including but not limited to commercial software, open source software, operating system software, application software, tools, and utilities that is not developed or owned by Licensor.

**"Trial License"** a non-exclusive and non-transferable timebound license to use for trial the PRespective Software on a Workstation for a maximum of 30 (thirty) days under the terms and conditions of this Agreement.

**"Workstation"** either a standalone compatible computer system or a cloud computing platform that gives access to the Software.

1.2 The headings of this Agreement are for ease of reference only and are not intended to qualify the meaning of any article or section thereof.

1.3 References to words denoting any gender shall include all genders.

1.4 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.5 References to the Parties include their respective successors in title and permitted assigns.

1.6 In this Agreement the term 'in writing' includes by post, fax, e-mail and any other electronic communication device customary in the market.

1.7 Terms and expressions of law and of legal concepts as used in this Agreement have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

## Article 2. Licenses, rights and limitations

2.1 Scope of the License. Licensor hereby grants to you either a License, a Limited License or a Trial License.

2.2 Backup and archival copies. You may make one backup and one archival copy of the Software, provided your backup and archival copies are not installed or used on any computer system, cloud computing platform or network and further provided that all such copies shall bear the original and unmodified Intellectual Property Right markings that appear on or in the Software. You may not transfer the rights to a backup or archival copy.

2.3 Key codes, upgrades and updates. Prior to your purchase and as part of the registration for the 30 (thirty) day Trial License, as applicable, you will receive a trial key code for use of the PRespective Software under a Trial License or a limited key code with regard to the use of Limited Software under a Limited License. You will receive a purchase key code when you elect to purchase the PRespective Software. The purchase key code will enable you to activate the PRespective Software beyond the trial period. The limited key code will enable you to keep using the Limited Software beyond the trial period. You may not relicense, reproduce or distribute any key code except with the express written permission of Licensor. If the Software that you have licensed is an upgrade or an update, then the update replaces all or part of the Software previously licensed. The update or upgrade and the associated key does not constitute the granting of a second license to the Software in that you may not use the upgrade or update in addition to the Software that it is replacing.

2.4 Title. The title to the Software is not transferred to you. Ownership of (all copies of) the Software and of copies made by you is vested in Licensor, subject to the rights of use granted to you in this Agreement. As between you and Licensor, records, data, files, drawings that are authored or created by you by using the Software, in accordance with its Documentation and the terms of this Agreement, are owned by you.

2.5 Reverse engineering. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the

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**2.7 Third party suit.** You agree that you are solely responsible for the accuracy and adequacy of the Software for your intended use and you will indemnify and hold harmless Licensor from any third-party suit to the extent based upon the accuracy and adequacy of the Software in your use.

### **Article 3. Intellectual Property Rights**

You acknowledge that the Software is the intellectual property of and is owned by Licensor. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Licensor. You acknowledge that Licensor retains the ownership of all Intellectual Property Rights pertaining to the Software and Documentation, and that Licensor's ownership rights extend to any images, photographs, animations, videos, audio, music, text and applets incorporated into the Software and all accompanying Documentation. You will take no actions which adversely affect Licensor's Intellectual Property Rights in the Software or Documentation. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names.

### **Article 4. Limited transfer right**

Notwithstanding the foregoing, you may transfer all your (licensed) rights to use the PREspective Software to another person or legal entity provided that: (a) you receive Licensor's prior written consent, (b) you also transfer each of this Agreement, the PREspective Software and all other software or hardware bundled or pre-installed with the PREspective Software, including all copies, updates and prior versions and all accompanying Documentation, to such person or entity, (c) you retain no backup, archival or other copies, (d) the receiving party secures a personalized purchase key code from Licensor, (e) the receiving party accepts the terms and conditions of this Agreement, and (f) you will have your purchase key code deactivated by Licensor. Notwithstanding the foregoing, you may not transfer (any of) your rights under a Limited License or Trial License.

### **Article 5. Third Party Software**

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### **Article 6. Trial License, Limited License and Limited Software**

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### **Article 7. Limited warranty and limitation of liability**

**7.1 Limited warranty and customer remedies.** Licensor warrants to you that the PREspective Software (i) will perform substantially in accordance with any accompanying Documentation for a period of 60 (sixty) days from the date of receipt, and (ii) any support services provided by Licensor in relation to the PREspective Software shall be substantially as described in Article 8. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to 60 (sixty) days. Licensor's entire liability and your exclusive remedy shall be, at Licensor's option, either (i) return of the price paid, if any, or (ii) repair or replacement of the PREspective Software that does not meet Licensor's limited warranty. This limited warranty is void if failure of the PREspective Software has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code. Any replacement Software will be warranted for the remainder of the original warranty period or 30 (thirty) days, whichever is longer. This limited warranty does not apply to the use of the PREspective Software under a Trial License, to which Article 6 applies.

**7.2 No other warranties and disclaimer.** The foregoing limited warranty and remedies state the sole and exclusive remedies for Licensor breach of warranty. Licensor does not and cannot warrant the performance or results you may obtain by using the PREspective Software. Licensor makes no warranties, conditions, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters. To the maximum extent permitted by applicable law, Licensor disclaims all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, informational content or accuracy, quiet enjoyment, title and non-infringement, with regard to the Software, and the provision of or failure to provide support services including but not limited to Basic Technical Support (as defined

hereinafter).

7.3 Limitation of liability. To the extent not prohibited by applicable law, in no event shall Licensor be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use or inability to use the Software, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Licensor has been advised of the possibility of such damages.

7.4 Infringement Claims. Licensor will indemnify and hold you harmless and will defend or settle any claim, suit or proceeding brought against you by a third party that is based upon a claim that the content contained in the Software infringes a copyright or violates an intellectual or proprietary right (a "Claim"), but only to the extent the Claim arises directly out of the use of the Software and subject to the limitations set forth in Article 6 of this Agreement except as otherwise expressly provided. You must notify Licensor in writing of any Claim within 10 (ten) business days after you first receive notice of the Claim, and you shall provide to Licensor at no cost with such assistance and cooperation as Licensor may reasonably request from time to time in connection with the defense of the Claim. Licensor shall have sole control over any Claim (including, without limitation, the selection of counsel and the right to settle on your behalf on any terms Licensor deems desirable in the sole exercise of its discretion). You may, at your sole cost, retain separate counsel and participate in the defense or settlement negotiations. Licensor shall pay actual damages, costs, and attorney fees awarded against you (or payable by you pursuant to a settlement agreement) in connection with a Claim to the extent such direct damages and costs are not reimbursed to you by insurance or a third party, to an aggregate maximum equal to the purchase price of the Software. If the Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of Licensor's legal counsel, the Software is likely to become the subject of a Claim, Licensor shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Software or obtain a license to continue using the Software. If in the opinion of Licensor's legal counsel, the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, Licensor, at its own election, may terminate this Agreement without penalty, and will refund to you on a pro rata basis any fees paid in advance by you to Licensor. The foregoing constitutes Licensor's sole and exclusive liability for Intellectual Property Rights infringement. This indemnity does not apply to infringements that would not be such, except for customer-supplied elements.

#### **Article 8. Service**

Licensor offers multiple optional Service Levels for the Software, which you may elect to purchase in addition to the License or Limited License and for which you will enter into a separate service level agreement with Licensor. If you have not purchased any Service Level (i) Licensor will only provide free limited technical support ("**Basic Technical Support**") for the use of the PREerspective Software under a License to you for 30 (thirty) days after the date of your purchase key code has been provided to you and only via a web-based support form without a guaranteed response time and (ii) you will not receive any maintenance releases or updates. Licensor, at its option and in its sole discretion on a case by case basis, may decide to offer maintenance releases or updates to you as a courtesy, but these maintenance releases or updates will not include any new features in excess of the features set at the time of your purchase of the License. The Basic Technical Support only covers issues or questions resulting directly out of the operation of the PREerspective Software and Licensor will not provide you with generic consultation, assistance, or advice under any circumstances. Licensor's obligations under this Article 8 are contingent upon your proper use of the PREerspective Software under a License and your compliance with the terms and conditions of this Agreement at all times. Licensor shall be under no obligation to provide the Basic Technical Support if, in its opinion, the PREerspective Software has failed due to the following conditions: (i) damage caused by the relocation of the PREerspective Software to another location, (ii) alterations, modifications or attempts to change the PREerspective Software without Licensor's written

approval, (iii) causes external to the PREerspective Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure, (iv) your failure to maintain the PREerspective Software at Licensor's specified release level, (v) use of the PREerspective Software with other software without Licensor's prior written approval, or (vi) the inability to access a Workstation. It will be your sole responsibility to: (i) comply with all Licensor-specified operating and troubleshooting procedures, (ii) notify Licensor immediately of PREerspective Software malfunction, (iii) provide Licensor with complete information thereof, and (iv) provide for the security of your confidential information.

#### **Article 9. Software activation, updates and License metering**

9.1 License metering. Licensor has a built-in license metering module that helps you to avoid any unintentional violation of this Agreement.

9.2 Software activation. Licensor's Software may use your internal network and internet connection for the purpose of transmitting License, Limited License or Trial License related data at the time of installation, registration or update to a Licensor-operated server and validating the authenticity of License, Limited License or Trial License related data in order to protect Licensor against unlicensed or illegal use of the Software. Activation is based on the exchange of License, Limited License or Trial License related data between your Workstation and the Licensor-operated server. You agree that Licensor may use these measures and you agree to follow any applicable requirements.

9.3 Use of data. The terms and conditions of the Privacy Policy are incorporated by reference into this Agreement. By your acceptance of the terms of this Agreement or use of the Software, you authorize the collection, use and disclosure of information collected by Licensor for the purposes provided for in this Agreement and/or the Privacy Policy as revised from time to time. Licensor has the right in its sole discretion to amend this provision of the Agreement and/or Privacy Policy at any time. You are encouraged to review the terms of the Privacy Policy.

#### **Article 10. Term and termination**

This Agreement shall automatically terminate upon expiry of your License, Limited License or Trial License without a timely renewal of such license. This Agreement may be terminated (a) by you, giving Licensor written notice of termination or (b) by Licensor, at its option, giving you written notice of termination if you commit a breach of this Agreement and fail to remedy such breach within 10 (ten) days after notice from Licensor. In addition, the Agreement governing your use of a previous version that you have upgraded or updated of the Software is terminated upon your acceptance of the terms and conditions of the agreement accompanying such upgrade or update. Upon any termination of the Agreement, you must cease all use of the Software, destroy all copies then in your possession or control and take such other actions as Licensor may reasonably request to ensure that no copies of the Software remain in your possession or control. The terms and conditions set forth in Articles 1, 3, 7.2, 7.3 and 11 survive termination as applicable.

#### **Article 11. General provisions**

11.1 Entire Agreement. You acknowledge that you have read this Agreement, understand its contents and understand that you are bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and you which supersedes any proposal or prior agreement, whether oral or written, and any other communications between Licensor and you relating to the subject matter of this Agreement.

11.2 Applicable law. This Agreement and all matters arising out of or in connection with this Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of the Netherlands.

11.3 Dispute resolution. In case of any disputes arising out of or relating to this Agreement, Licensor and you shall endeavour to settle such disputes amicably. If Licensor and you are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

11.4 Successors. This Agreement will bind and inure to the benefit of both Licensor and you and their respective heirs, personal and legal

representatives, affiliates, successors and permitted assigns.

11.5 Material breach. In the event of a breach or threatened breach of this Agreement by either Licensor or you, the other shall have all applicable equitable as well as legal remedies.

11.6 Authorized representative. Both Licensor and you acknowledge to be duly authorized and empowered to enter into and perform this Agreement.

11.7 Invalid provisions. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law. Licensor and you knowingly and expressly consent to the foregoing terms and conditions.