

HEX-RAYS SA General Terms and Conditions

1. APPLICABILITY – DEFINITIONS AND INTERPRETATION

- 1.1. These general terms and conditions (the “**General Terms and Conditions**” or the “**General Terms**”) shall govern all Order Forms entered into by HEX-RAYS SA, a company with registered seat located at Rue Rennequin-SuaLEM 34, 4000 Liège, Belgium and registered with the Belgian Crossroad Bank of Enterprises under number BE0873.473.914 (hereinafter “**HEX-RAYS**”) and the legal entity or natural person identified as customer in the Order Form (the “**Customer**”), except when superseded and replaced by any deviating contractual agreements expressly made between HEX-RAYS and the Customer.
- 1.2. Unless agreed in writing by HEX-RAYS, Customer’s general terms and conditions are not applicable and expressly excluded.
- 1.3. Specific services terms, product details and/or subscription terms may be set forth in applicable Order Form(s), each of which become binding on the Parties and subject to these General Terms and documents referenced therein upon execution of an Order Form.
- 1.4. Each Order Form is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the “**Agreement**” that consists of:
 - (i) the Order Form;
 - (ii) the Data Processing Agreement (if applicable);
 - (iii) HEX-RAYS’ End User License Agreement (“**EULA**”);
 - (iv) these General Terms.
- 1.5. In the event of any inconsistency or conflict between these General Terms and the EULA, and any other terms agreed between the Parties, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and the EULA.
- 1.6. Except as otherwise provided, the defined terms used in this Agreement shall have the meaning as set forth in Schedule 1.

2. GRANT OF LICENSES

- 2.1. Perpetual License Grant. The following Article applies if Customer has purchased perpetual licenses. Any Product licensed hereunder shall be licensed pursuant to a separate Order Form and shall be so licensed upon full payment of the applicable fees hereunder. As specifically stated in the Order Form, each such license will be a perpetual, worldwide, non-exclusive, and non-transferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein. The Software may only be used on the hardware and software components, including client machines, servers, and internetworking devices within Customer’s internal computer network at Customer’s location.
- 2.2. Subscription Grant. The following Article applies if Customer has purchased subscription licenses. Any Product licensed hereunder shall be licensed pursuant to a separate Order Form. As specifically stated in the Order Form, each such license shall be a fixed term, worldwide, non-exclusive, royalty-free (upon full payment of subscription fees), and non-transferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein. The Software may only be used on the hardware and software components, including client machines, servers, and internetworking devices within Customer’s internal computer network at Customer’s location. The subscription license will expire upon expiration of the term set forth in the Order Form unless renewed.
- 2.3. License type. The license model for the Product is indicated in the Order Form. The Customer can find further description of the license model for the Product provided under this Agreement at: <https://hex-rays.com/licenses/>.
- 2.4. The Customer acknowledges and agrees that any use of the Products and/or Services outside of the

terms of this Agreement, unless such use has been expressly approved in writing by HEX-RAYS, will entitle HEX-RAYS to immediately terminate or suspend the Agreement for material breach by Customer, without any formalities being required and without prejudice to any other right or remedy available to HEX-RAYS.

- 2.5. HEX-RAYS reserves the right to make, in its sole discretion, changes and updates to the Products from time to time without prior notification to the Customer. If any such revision to the Products would materially reduce any features or functionalities of the Products, HEX-RAYS shall prematurely and taking into account a reasonable notice period, notify such revisions to the Customer prior to their implementation.
- 2.6. The Customer shall use its best efforts to prevent unauthorized access to, or use of, the Products and/or Services, and will notify HEX-RAYS promptly in writing of any such unauthorized use which Customer may become aware of.

Restrictions on use

- 2.7. The Customer agrees to comply with all laws, rules and regulations applicable to its use of the Products and/or Services. The Customer agrees that it will not itself or through any parent, subsidiary, Affiliate, agent, (sub)contractor or other third party:
 - (i) use or copy the Products and/or Services otherwise than in accordance with these General Terms and HEX-RAYS' EULA as available and amended from time to time on: <https://hex-rays.com/eula>
 - (ii) provide, make available to, or permit individuals other than the Authorized Users to use the Documentation, either in whole or part, except as expressly set forth in this Agreement;
 - (iii) license, sub-license, sell, re-sell, rent, lease, loan, transfer, distribute, time share or otherwise make any portion of the Products and/or Services available for access by third parties except as otherwise expressly provided in this Agreement;
 - (iv) modify or create derivative works based on the Documentation (including any translation into another language), except as expressly provided in this Agreement;
 - (v) access or use the Products and/or Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Products or allow access by a direct competitor of HEX-RAYS;
 - (vi) decompile, disassemble, reverse engineer or attempt to derive, reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Products by any means whatsoever, or disclose any of the foregoing except to the extent expressly permitted by applicable law;
 - (vii) encumber any lien or security interest on the Products;
 - (viii) take any action that would cause the source code or the Products to be placed in the public domain;
 - (ix) use the Products in an environment not expressly permitted under the Agreement or use the Products in any way that (i) is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or (ii) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity;
 - (x) exceed the allowed number of Authorized Users under the Agreement, unless payment of the relevant Fees;
 - (xi) circumvent any technical or other protective measures (including any user limits or view restrictions) embedded in the Products;
 - (xii) use the Products to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs;
 - (xiii) remove, delete, add to, alter, or obscure the Documentation or any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any symbols, or serial numbers that appear on or in connection with any Product (except as specifically allowed by a Plan chosen by Customer); and
 - (xiv) perform any act that or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of HEX-RAYS or violates any applicable law.

- 2.8. Upon first request by HEX-RAYS, the Customer will provide HEX-RAYS with such information, certifications and access to its systems as may reasonably be requested by HEX-RAYS to verify compliance with the restrictions on the use of the Products and/or Services.
- 2.9. No express or implied license or right of any kind is granted to the Customer regarding the Products and/or Services or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the Software, unless otherwise provided in this Agreement.

3. AUTHORIZED USER LICENSE & EULA

- 3.1. The Customer acknowledges and agrees that HEX-RAYS can only deliver access to the Products and/or Services to those Authorized Users that have accepted terms and conditions that are at least of the same standard as the terms and conditions as set forth in HEX-RAYS' EULA regarding the use of the Products and/or Services as available and amended from time to time. In case such Authorized User would breach any term or condition of the EULA, the Customer will be jointly and severally responsible with such Authorized User towards HEX-RAYS pursuant to the Agreement.
- 3.2. In case Authorized Users access the Products through HEX-RAYS' Website, they must accept HEX-RAYS' EULA.
- 3.3. HEX-RAYS shall notify Customer of any modification made to the HEX-RAYS' EULA and Customer shall be responsible to notify the Authorized Users, of such amended version of these EULA.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Products, development tools, methods, procedures of HEX-RAYS will be and remain HEX-RAYS' exclusive property and the Customer will obtain no right, title or interest therein (including without limitation any Intellectual Property Rights any related and/or integrated Intellectual Property Rights thereto (including the improvements thereof)). No license is granted to the Customer except as to use the Products as expressly agreed upon between HEX-RAYS and the Customer. HEX-RAYS' name, HEX-RAYS' logo, and the product names associated with the Products are trademarks of HEX-RAYS and they may not be used without HEX-RAYS' prior written consent.
- 4.2. In the event that, notwithstanding any prohibition thereto, the Customer modifies, improves or creates derivative works of or from the Products or any part thereof (collectively, "**Improvements**"), HEX-RAYS shall immediately and irrevocably own all right, title and interest, including any and all Intellectual Property Rights, in and to such Improvements and the Customer hereby assigns any rights (including any Intellectual Property Rights) in such Improvements to HEX-RAYS and agrees to secure any additional confirmations, assignments or other instruments or documents as may be necessary to vest title to any such Improvements in HEX-RAYS as contemplated by this article. No amount shall be payable by HEX-RAYS to the Customer for the assignment of any rights in Improvements.
- 4.3. The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Products, except as otherwise specifically permitted under this Agreement. The Customer shall incorporate or reproduce such proprietary markings in any permitted back-up or other copies of the Products except as otherwise agreed.

5. CUSTOMER DATA

- 5.1. HEX-RAYS may gather and share certain publicly shared information associated with the Customer's use of the Products and/or Services, including comments or suggestions about the Products and/or Services. Except for the publicly shared data as described above, all Customer Data submitted by Customer and/or its Authorized Users to HEX-RAYS during the term of the Agreement will remain the sole and exclusive property of the Customer and/or is Authorized Users, respectively.
- 5.2. The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. HEX-RAYS will not use the Customer Data for any purpose other than to ensure performance of this Agreement.
- 5.3. The Customer grants HEX-RAYS a non-exclusive, royalty-free, worldwide, sublicensable, transferable,

license to use, copy, store, modify, transmit and display the Customer Data to the extent useful or necessary to perform its obligations under the Agreement, in particular to provide the Products and/or Services. HEX-RAYS reserves the right, but is not obliged, to review and remove, any Customer Data which are deemed to be in violation with (i) the provisions of the Agreement or otherwise inappropriate, (ii) any rights of third parties, or (iii) any applicable legislation or regulation.

- 5.4. The Customer shall in its sole discretion be entitled to cease any access to, remove, process and/or modify Customer Data and make such Customer Data available to any Authorized Users.
- 5.5. Customer agrees that HEX-RAYS may collect, use, and disclose quantitative data derived from the use of the Products for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data.

6. CONFIDENTIALITY

- 6.1. Each of the Parties agrees that it will not (i) disclose any Confidential Information of the other Party, except to those of its employees, sub-suppliers, officers, directors, contractors, Affiliates and/or all other external advisors that have a reasonable demonstrable legitimate need to know such information in light of such Party's rights and obligations hereunder, subject to each of them committing in writing to adequate confidentiality obligations prior to being granted access to such Confidential Information and subject to any other conditions and restrictions set out in the Agreement, or (ii) use any Confidential Information of the other Party for its own benefit or that of any third party, except as expressly permitted under the Agreement.
- 6.2. Each of the Parties shall ensure that each person who receives Confidential Information is made aware of and complies with these confidentiality obligations. Each of the Parties shall be responsible and liable towards the other Party for a breach of these confidentiality obligations by any party acting under their control or on their behalf or to which they otherwise provided Confidential Information.
- 6.3. Shall not be considered Confidential Information, information which:
 - (a) is in the public domain at the time of disclosure by the disclosing Party or subsequently falls into the public domain through no breach of this Article 6 by the receiving Party, provided that the Customer acknowledges and agrees that Confidential Information of HEX-RAYS shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are known, or become, known to the public, through whatever means, including through means of the supply or commercialization of products or services based on or related to such Confidential Information;
 - (b) can be proven to the reasonable satisfaction of the disclosing Party to be lawfully in the receiving Party's possession prior to any disclosure by the disclosing Party and without an obligation of confidentiality towards the disclosing Party;
 - (c) can be proven to the reasonable satisfaction of the disclosing Party to be lawfully obtained from a third party which was not under an obligation of confidentiality towards the disclosing Party; or
 - (d) can be proven to the reasonable satisfaction of the disclosing Party to be independently developed by the receiving Party, without access or reference to, or use of, the disclosing Party's Confidential Information.
- 6.4. Parties' confidentiality obligations shall survive any termination of the Agreement for a period of five (5) years. Upon termination of the Agreement or upon disclosing Party's earlier written request, the receiving Party shall promptly destroy or return to the disclosing Party all Confidential Information of the disclosing Party in its possession or under its control and shall certify in writing its compliance with the foregoing.

7. ORDERS AND PRICES

- 7.1. Due to the confidential and sensitive nature of the Products and/or Services, HEX-RAYS screens the potential Customers, and may refuse to license the Products in certain cases. Therefore, HEX-RAYS is not bound by the acceptance of an offer by the Customer. HEX-RAYS is only bound at the moment of

the validation of the acceptance by HEX-RAYS of an Order Form placed by the Customer in writing.

- 7.2. HEX-RAYS will charge, and the Customer will pay, the Fees set forth in the Order Form.
- 7.3. HEX-RAYS may increase the Fees on every anniversary of the Effective Date or otherwise upon renewal of the License's Term in function of a change in labor costs or external (third party) costs (e.g. wages, energy costs and (raw) material, third party licenses (e.g. hosting services, and others) reasonably projected by HEX-RAYS for the next Agreement's Term.
- 7.4. The Fees may be amended on each anniversary of the Effective Date to permit HEX-RAYS to maintain the high quality of the Products and/or Services. HEX-RAYS shall provide written notice to the Customer at least thirty (30) days in advance of the effective date of any fee increase. If the Customer objects to the increase, the Customer may terminate this Agreement by written notice to HEX-RAYS at any time before the effective date of the increase.

8. INVOICING AND PAYMENTS

- 8.1. HEX-RAYS will charge, and the Customer will pay, the Fees set forth in the Order Form for the Products and/or Services. Unless otherwise stated in a written agreement, invoices are due and payable by the Customer within thirty (30) calendar from the invoice date. Invoices are issued in the currency indicated in the Order Form. All payments must be made to HEX-RAYS' bank account provided in the invoice. The amount of any invoice which has not been paid within thirty (30) calendar days from the invoice date shall automatically be subject to a late payment interest equal to the then applicable interest rate as calculated and determined in accordance with the Belgian law of 2 August 2002 regarding late payment in trade transactions ("*Wet betreffende de bestrijding van de betalingsachterstand in handelstransacties*").
- 8.2. In addition, the Customer shall pay all costs incurred by HEX-RAYS as a result of the (extra)judicial enforcement of the Customer's payment obligations hereunder.
- 8.3. If the Customer fails to pay any outstanding amounts within thirty (30) calendar days from receipt of a written payment default notice, HEX-RAYS may terminate the Agreement, or alternatively, at its sole discretion, suspend its obligations and/or the Customer's user rights granted hereunder by written notice to the Customer until receipt of payment of such outstanding amounts.
- 8.4. If the Customer disputes any portion of an invoice, the Customer shall notify HEX-RAYS within five (5) calendar days from the invoice date of the nature of any such dispute, the basis for the Customer's dispute and the amount involved, together with any appropriate information supporting Customer's position, failure of which shall result in the invoice being deemed accepted by the Customer. In any event, the undisputed portion of the invoice shall be paid as set forth herein.
- 8.5. Unless otherwise specified in this Agreement, all Fees are non-refundable. No refunds shall be issued for partial use or non-use of the Products and/or Services by Customer.
- 8.6. The Fees do not include any taxes, including value-added tax or withholding taxes. HEX-RAYS will invoice Customer for such taxes if it believes it has a legal obligation to do so and Customer agrees to pay such taxes if so invoiced.

9. DELIVERY TIME & SHIPPING

- 9.1. HEX -RAYS will deliver, after receipt and acceptance by HEX-RAYS of the applicable Order Form, access to a machine-readable copy of the Software listed in the Order Form, and the relevant license keys as applicable. HEX-RAYS will make the Software and Documentation available in electronic format (for download). In the instance of downloads, the Customer will be deemed to have accepted the delivery at the conclusion of the download. In case of electronic delivery (direct download or other electronic means), HEX-RAYS will not be held liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any software/hardware/telecommunication network failures or dysfunction of any kind (including, but not limited to, bugs, security issues, viruses, phishing, additional telecommunication costs, traffic diversion, etc.).

10. REPRESENTATIONS AND WARRANTIES

10.1. HEX-RAYS represents and warrants to the Customer the following:

- (a) HEX-RAYS warrants and guarantees that the Services provided under this Agreement shall be carried out in a proper and professional manner by properly qualified personnel;
- (b) except as expressly set forth in this Article 10 and to the maximum extent permitted by the applicable law, the Products and/or Services are provided "as is.", without any warranty of any kind (including but not limited to bugs, security issues, viruses, etc.).
HEX-RAYS makes no (and hereby disclaims all) other warranties, covenants or representations or conditions, either written, oral, express or implied, including without limitation any implied warranties of merchantability, suitability and fitness for a particular purpose or use with respect to the use, misuse or inability to use the Products and/or Services (in whole or in part) or any other products or services provided by HEX-RAYS. HEX-RAYS makes no warranty with respect to any hardware, software or product of any third party. All use of and reliance by the Customer on the Products and/or Services provided by HEX-RAYS under the Agreement are at the sole risk of Customer. HEX-RAYS does not guarantee the accuracy and the correctness of the results generated by the use of such services and/or the Products and/or Services.

10.2. The Customer represents and warrants the following, as of the date of the Order Form:

- (a) it is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to execute and deliver the Agreement, to perform its obligations hereunder and to engage in the transactions contemplated thereby;
- (b) the execution, delivery and performance of the Agreement by the Customer do not and will not (i) violate any judgment, order, injunction, decree or award of any court or governmental body binding on the Customer, (ii) violate any law or regulation that is applicable to the Customer, in particular Export Law, or (iii) violate or conflict with, or constitute a default under, the terms of any agreement to which such Party is a party. If at any time during the Agreement, the Customer notices or suspects that wrong assumptions have been made or any of these warranties prove incorrect, it shall promptly inform HEX-RAYS thereof in writing.

11. THIRD PARTY CLAIMS

11.1. HEX-RAYS shall defend and indemnify the Customer against any founded and well-substantiated claims brought by third parties for any infringement to such third party's Intellectual Property Rights, excluding any claims resulting from (i) the Customer's unauthorized use of the Products, (ii) the Customer or any third party's modification of any of the Products, (iii) Customer's use of the Products in combination with any non HEX-RAYS' products or services, or (iv) the Products having been developed to the Customer's design or incorporating documents, materials, ideas, data or other information, provided by or on behalf of the Customer. The exclusions and limitations of liability under this Article shall operate to the benefit of HEX-RAYS' Affiliates and subcontractors to the same extent such provisions operate to the benefit of HEX-RAYS.

11.2. HEX-RAYS' indemnity obligation shall be conditional upon the following: (i) HEX-RAYS is given prompt written notice of any claim, (ii) HEX-RAYS is granted sole control of the defense and settlement of such a claim, (iii) upon HEX-RAYS' request, the Customer fully cooperates with HEX-RAYS in the defense and settlement of such a claim, at HEX-RAYS' expense and (iv) the Customer makes no admission as to HEX-RAYS' liability in respect of such a claim, nor does the Customer agree to any settlement in respect of such a claim without HEX-RAYS' prior written consent. Provided these conditions are met, HEX-RAYS' shall indemnify the Customer for the damages and costs incurred by the Customer as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by HEX-RAYS pursuant to a settlement agreement.

11.3. In the event the Products, in HEX-RAYS reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per Article 10.1), HEX-RAYS shall have the right, at its sole option and expense, to: (i) modify the (allegedly) infringing part of the Products so that they become non-infringing while preserving equivalent functionality, (ii) obtain for the Customer a license to continue using the Products or (iii) terminate the relevant license and pay to the Customer an amount equal to a pro rata portion of the Fees paid to HEX-RAYS for that portion of the Products which is the subject of such infringement.

11.4. The indemnity provided in Article 11.2 and remedies provided in article 11.3 are the entire liability

and obligation of HEX-RAYS and the sole remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Products or any part thereof.

12. LIMITATION OF LIABILITY

- 12.1. To the maximum extent permitted by applicable law, HEX-RAYS excludes any and all liability (whether in contract, warranty, tort (including as a result of negligence, product liability or other theory)) or otherwise to the Customer or any third person for any indirect, punitive, incidental, special or consequential or other similar damages (including damages for loss of profit, revenue, business, contracts or clients, loss of or corruption of data, loss of goodwill, damages to equipment and reputational damage, opportunity loss, loss of anticipated savings, and the cost of procuring replacement goods or services), even if HEX-RAYS has been advised or notified of the possibility of such costs or damages.
- 12.2. Without prejudice to and without limiting Article 12.1, HEX-RAYS aggregate liability arising out of or in connection with the Agreement or the transactions contemplated hereby, whether in contract, warranty, tort (including negligence, product liability or other theory), or otherwise, shall not exceed the total amount paid by the Customer to HEX-RAYS during the twelve (12) month period preceding the date on which the applicable liability claim arose.
- 12.3. The Customer agrees that HEX-RAYS can only be held liable as per the terms of this Article 11 to the extent damages suffered by the Customer are directly and solely attributable to HEX-RAYS. However, nothing in the Agreement shall limit or exclude HEX-RAYS' liability for (i) gross negligence, (ii) willful misconduct, (iii) fraud.

13. TERM AND TERMINATION

- 13.1. This Agreement enters into force on the Effective Date of the relevant Order Form and shall remain in effect for the term specified in such Order Form, including all renewals thereto (the "**Term**").
- 13.2. Either Party may terminate this Agreement at any time upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) business days (in the case of non-payment) or thirty (30) days (in the case of other breaches) after written notice specifying such breach. On termination of this Agreement for any reason, all rights and licenses granted to the Customer will immediately terminate, and the Customer will discontinue use of the Products and/or Services and, at HEX-RAYS' option, return to HEX-RAYS or destroy all copies of the Products in the Customer's possession or control and provide written certification of such return or destruction. The terms of this Agreement which by their terms or nature survive termination, will survive any termination of this Agreement.
- 13.3. Notwithstanding the foregoing, HEX-RAYS will be entitled to immediately terminate the Agreement (or alternatively suspend its obligations) in the event the Customer breaches the license terms as set forth in the Agreement, infringes HEX-RAYS' Intellectual Property Rights or breaches its obligations to comply with Export Laws.
- 13.4. Upon termination of the Agreement for any reason whatsoever the Customer shall promptly pay HEX-RAYS all amounts covering the full term of the Agreement, except in the event of a termination by the Customer pursuant to Articles 13.4., in which case the Customer must promptly pay to HEX-RAYS all amounts payable hereunder up to the actual termination date.

14. DATA PROTECTION

- 14.1. HEX-RAYS does not seek or require, and Customer shall use commercially reasonable efforts not to provide HEX-RAYS with, access to (or the means to access) personal data (other than personal data relating to Customer personnel that is obtained by HEX-RAYS in the ordinary course of maintaining its business relationship with Customer).
- 14.2. If HEX-RAYS nonetheless would be processing Personal Data in order to perform its obligations under the Agreement, Customer shall act as data controller and HEX-RAYS as data processor of such personal data as these terms are defined in Data Protection Regulation. In such event the rights and

obligations of the Parties will be set out in a separate Data Processing Agreement.

- 14.3. In any event Customer ensures that the personal data that Customer supplies or discloses to HEX-RAYS has been obtained fairly and lawfully and that Customer will obtain all necessary approvals from persons whose personal data is being processed and registrations with authorities (as applicable) to permit Customer to transfer the personal data to HEX-RAYS.

15. MISCELLANEOUS

- 15.1. Entire Agreement. This Agreement, and any of its schedules, exhibits, or attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior and contemporaneous agreements and understandings between the parties concerning such subject matter. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any of the other portions of this Agreement. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right or any other right.
- 15.2. Right to Amend. HEX-RAYS at its sole discretion, reserves the right to modify the terms and conditions of this Agreement at any time to reflect new features without notice, if the modifications will not materially decrease HEX-RAYS' overall material obligations during the Agreement. For material changes, HEX-RAYS shall notify the Customer of an updated agreement available for online acceptance or other designated manner. HEX-RAYS shall provide the Customer with at least seven (7) days to accept the terms of the updated agreement. After such period, the updated agreement shall be deemed to govern the following month the notice was given. Customer shall be required to accept the updated Agreement if it desires to continue to use the Products and/or Services.
- 15.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable.
- 15.4. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned or sub-licensed by Customer, including by operation of law, without prior written consent from HEX-RAYS. HEX-RAYS may assign this Agreement without the consent of the Customer. Any attempted assignment or transfer in violation of the foregoing shall be void and shall result in the immediate and automatic termination of this Agreement. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- 15.5. Force Majeure. Except for payment for Fees due hereunder, neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under this Agreement due to any Force Majeure.
- 15.6. Export Law and Sanctions. The Products and/or Services, and the Documentation may be subject to export control laws ("**Export Law**"). Customer hereby agrees that it will not sell, export, re-export, transfer, use, or enable the use of the Product, its related technology and Services, or any other items that may be provided by HEX-RAYS, directly or indirectly: (a) to or for end-use in or by the countries listed in any country that may be subject or becomes subject to any applicable export and import regulations, or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any national government agency to be ineligible to receive exports; and (b) to or for end-uses prohibited by export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology. The Customer warrants that as of the date of receipt of the Order Form, the Customer or any of the Customer's Affiliates are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of the Customer ("**Sanctions**"). A breach of this warranty shall be a material default for the purpose of this Agreement. The Customer agrees that if at any time after the date of receipt of the Order Form, the Customer or any its Affiliates become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict the Customer's performance of or rights under the Agreement, or

the performance of the Agreement exposes the Customer, or creates a risk of the Customer being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, HEX-RAYS may suspend or terminate the Agreement upon such Sanctions becoming effective.

- 15.7. The Customer shall indemnify HEX-RAYS against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, HEX-RAYS as a result of the Customer's breach of this obligation.
- 15.8. Choice of Law. This Agreement and any disputes related thereto shall be governed by and construed in accordance with the laws of Belgium. Any dispute regarding the interpretation and/or the execution of the present Agreement will be submitted to the competent courts of Liege. Although the Agreement has been drafted in English, judicial proceedings will be held in French. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.
- 15.9. Relationship. The Parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.
- 15.10. Notices. All notices related to this Agreement shall be in writing, effective if dispatched by reliable overnight delivery service (which shall be deemed given on business day after mailing) and sent to HEX-RAYS address as specified in the Order Form with a copy via e-mail (EMAIL), and to the Customer, at the respective address and email address as set forth in the Order Form.
- 15.11. Waiver. Failure or delay by either party in exercising any right here under shall not operate as a waiver of such right. No single or partial exercise of any right, power or remedy under the Agreement by a Party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such Party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a Party hereto shall not constitute a waiver of the right of such Party to pursue other available remedies.
- 15.12. Publicity. As of the Effective Date, HEX-RAYS shall be entitled to refer to the Customer as a Customer in all of its commercial and marketing documentation and client listings, as a sales reference, as well as on HEX-RAYS' website.

SCHEDULE 1: DEFINITIONS

“Affiliate” means an affiliate (verbonden vennootschap) as defined in article 1:20 of the Belgian Companies and Associations Code;

“Article” means an Article of the Agreement;

“Authorized User” means one individual natural person, whether an employee, business partner, contractor, or client of Customer or its Affiliates who is designated by Customer to use the Products and/or Services. Customer shall ensure that all Authorized Users comply with the terms of this Agreement, and Customer shall be liable for any of its Authorized Users’ breach thereof.

“Confidential Information” means the information of a Party which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly marked as confidential, including without being limitative, information and facts concerning a Party and its Affiliates business plans, clients, prospects, personnel, suppliers, partners, investors or others training methods and materials, financial information, marketing plans, sales prospects, client lists, ideas, discoveries, inventions, specifications, models, programs, standards, designs, techniques, methods, drawings, sketches, processes, trade secrets, product information, formulae, recipes, samples, prototypes, selection of materials, systems and components, plans, financial data (including cost and pricing data) and all Intellectual Property Rights embodied therein, that is disclosed in writing, orally, in machine-readable form or in any other form pursuant to the Agreement by a Party;

“Customer Data” means (i) any content, data, information or material provided or submitted by the Customer (and/or any of its Affiliates) or on its behalf to HEX-RAYS in the course of utilizing the Products and/or Services, excluding publicly shared data as described in Article 5.1.(ii) any content, data, information or material that is collected or generated by the Products that result from queries made by the Customer, and (iii) any content, data, information or material provided or submitted by Authorized Users when using the Products and/or Services.

“Data Processing Agreement” means the agreement entered into by the Parties for the purpose of the provision of the Products and/or Services provided under this Agreement in order to ensure that each entity is complying with the Data Protection Regulation.

“Data Protection Regulation” means the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Directive or Regulation, as updated from time to time;

“Documentation” means all additional information provided by HEX-RAYS to the Customer relating to the use of the Products;

“Effective Date” means the date on which the Product is made available to the Customer;

“Force Majeure” shall mean any of the following events, or series thereof, which are outside the reasonable control of the Party affected: fire, flooding or any other act of God or natural disaster, pandemics, war, terrorist attack, unfavourable weather conditions, failures in goods, equipment, software or materials of third parties the use of which the Customer prescribes to HEX-RAYS SA, government measures, disruption of internet, data network or telecommunications facilities, unavailability of third party servers, strikes, unavailability of employees and/or their equipment, general transportation problems and electricity outages or any of the foregoing on the part of the third party suppliers of HEX-RAYS.

“Intellectual Property Rights” means any and all now known or hereafter existing (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, internet domain names, registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, including mask works, and registrations and applications thereof, (iv) computer software programs, including source code and object code, databases and documentation thereof, (v) trade secrets and other confidential information, including ideas, formulas, compositions, inventions, improvements, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols,

programmer notes, designs, design rights, developments, discoveries, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information, and (vi) all other forms of intellectual property;

“Fee(s)” means the fees payable by the Customer in respect of the user rights on the Products and/or Services as further described in the Order Form.

“Products” means the software and any related Documentation supplied by HEX-RAYS to the Customer as further described in the Order Form;

“Order Form” means any order form executed by the Customer and HEX-RAYS with respect to Customer’s subscription to the Products and/or Services provided under the Agreement. The Order Form shall contain at the minimum the following: (Customer identification – company name/trade name, company registration number, registered office/place of business, email address of the Customer, name of the person representing the Customer, telephone number, (b) name of the Product and, where applicable, the version and period for which the license for the Product is to be granted and any software specific license term; (c) price and method of payment for the license for the Product and/or Services.

“Party” means a party to the Agreement, i.e. HEX-RAYS or the Customer;

“Services” means the technical support services] provided by HEX-RAYS to the Customer (and/or, as the case may be, the Authorized User) hereunder by means of e-mail, access to HEX-RAYS’ forum, access to the new versions of the Software.

“Software” means all or any portion of the computer software programs and related source code to such software provided under this Agreement as further described in the Order Form.