

SOFTWARE LICENSE AGREEMENT – TASKING B.V.

1. Definitions

In this Software License Agreement (“SLA”), unless the context otherwise requires, the following expressions will have the following meanings.

- 1.1. **Agreement** means this SLA together with the completed Order Form(s).
- 1.2. **Effective Date** means the date which is the earlier of (a) Your initial access to or use of the Licensed Materials or (b) the effective date of the Order Form as specified therein.
- 1.3. **Error** means a substantial failure of the Licensed Materials to meet the Specifications of the Licensed Materials, which failure must be demonstrable and reproducible. The lack of functionality in a new version of the Licensed Materials that was present in a previous version does not qualify as an Error.
- 1.4. **Intellectual Property Rights** means patent, copyright, design right (whether registered or unregistered), database rights, trademarks (whether registered or common law), trade secrets, confidential information and any other form of intellectual property rights under any jurisdiction worldwide.
- 1.5. **License Delivery Method** means the manner in which TASKING provides you with the Licensed Materials as further described in Section 7, and as set forth in the Order Form.
- 1.6. **License Management System** means the assembly of technical solutions deployed by TASKING through which it manages and controls the licenses granted to You or other persons.
- 1.7. **Licensed Materials** means all materials, software and/or hardware, supplied to You as indicated on the Order Form, together with any applicable documentation, any additional materials supplied to you in connection with (a) the limited warranty in Section 9.2 or (b) annual Software Maintenance if applicable, and any material supplied to You by TASKING free of charge.
- 1.8. **License Period** means the license period as described in Section 3.1, as set forth in the Order Form.
- 1.9. **License Terms** means the license terms described in Section 3, as set forth in the Order Form.
- 1.10. **Licensed User Products** means any product developed, manufactured or marketed by You or on Your behalf that incorporate all or any authorised portions of the Licensed Materials and/or were developed using any of the Licensed Materials.
- 1.11. **Online Services** means the goods and services described in Section 7.3.
- 1.12. **Open Source Software** means any software that is licensed or distributed under Open Source Terms as specified in the Licensed Materials.
- 1.13. **Open Source Terms** means any open source license that complies with the Open Source Definition specified at www.opensource.org and any other comparable open source license.
- 1.14. **Order Form** means an ordering document or online order specifying the Licensed Materials to be provided to You and certain particulars including but not limited to the License Terms and the applicable fees, that is entered into by You, including any appendices, schedules, addenda and supplements thereto.
- 1.15. **Reseller** means an authorized partner, reseller or distributor of TASKING.
- 1.16. **Roaming Use** means use of the Licensed Materials as described in Section 3.5.
- 1.17. **Safety Documents** means the set of safety and/or security related documents published by TASKING on the TASKING Website or as part of the Licensed Materials.
- 1.18. **Software Maintenance** means the licensing and access to software updates, software version upgrades, the web portal with known issues and mitigations and support services such as hotline support that TASKING may provide in respect of the Licensed Materials in accordance with Section 2.4.
- 1.19. **Specifications** means TASKING’s published specifications for the Licensed Materials.
- 1.20. **TASKING** means Tasking B.V. and where applicable a TASKING Affiliate.
- 1.21. **TASKING Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with TASKING. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.22. **TASKING Library Software** means Licensed Materials explicitly identified as being a TASKING Library.
- 1.23. **TASKING Website** means www.tasking.com or such other web address designated by TASKING.
- 1.24. **Third Party Software** means the computer software applications as described in Section 5.1.
- 1.25. **User Project** means an identified, verifiable application development project that uses the TASKING Library Software, whether for internal use or for the creation of Licensed User Products for distribution to end users.
- 1.26. **You** means the entity, either individual or company, that is obtaining the Licensed Materials for use relating to its trade, business, craft or profession. If you are agreeing to this Agreement not as an individual but on behalf of a company, government, or other entity for which you are acting (for example, as an employee or governmental official), then “You” means your entity and you are binding your entity to this Agreement.

2. Grant of License and Ownership

2.1. **License.** Upon Your payment of the applicable license fees, TASKING hereby grants You for the duration of the License Period a non-exclusive, non-transferable license, to:

- a. install and use the Licensed Materials, solely for the development of Licensed User Products; and
- b. make, have made, use, sell or otherwise distribute Licensed User Products developed from the Licensed Materials on a worldwide basis to Your customers,

except where the license is an Academic Use License or a Product Evaluation License as described in Section 3.4. If the Licensed Materials concern TASKING Library Software the license rights granted to You are also subject to the conditions set forth in Section 3.6.

2.2. **No sale.** The Licensed Materials are licensed only to You, not sold. In no event shall You be permitted to sell, license or otherwise commercialize the Licensed Materials as standalone products.

2.3. **Intellectual Property Rights.** The Licensed Materials are the sole property of TASKING and/or its licensors and are protected by all applicable Intellectual Property Rights and contract laws. In accepting this license, You acknowledge that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of TASKING and/or its licensors. Nothing contained in the Agreement will be construed as granting You by implication, estoppel, forfeiture of rights or otherwise any ownership, license or other right except the licenses and rights expressly granted hereunder to You.

2.4. **Software Maintenance.** TASKING offers annual Software Maintenance for the most recent version of the Licensed Materials. If You have licensed the Licensed Materials for a License Period on a time-limited basis, annual Software Maintenance is included for the duration of the License Period. If You have licensed the Licensed Materials on a perpetual basis, You and TASKING may agree on a separate contract for annual Software Maintenance. In that case, the annual Software Maintenance period shall commence on the first day of the calendar month following the conclusion of the Software Maintenance contract. Fees for Software Maintenance shall be paid annually in advance.

2.5. **Backup copy.** Depending on Your License Delivery Method, You are permitted to make one backup copy of the Licensed Materials for archiving purposes, provided that any Licensed Materials may only be installed in cases where the original copy is lost, corrupted or made unavailable in any way other than by use or possession by another person.

3. License Terms

3.1. **License Period.** Licenses are available (a) on a time-limited basis or (b) on a perpetual basis. The License Period of Your license is specified on the Order Form.

3.2. **License Constraints: Number of Users.** A license may be granted for use by a specified maximum number of concurrent users of the Licensed Materials. In that case, the maximum licensed number of users of Your license, or the incremental number of users in case of a user increase, is specified on the Order Form. If the number of users is left unspecified on the Order Form, then the licensed number of users is one (1). TASKING offers three different license types to constrain the licensed number of users which are listed below. The license type is also specified on the Order Form. If the license type is left unspecified on the Order Form, then the license type is a Node-Locked License (as defined below).

- a. **Node-Locked License** means a single-user license which locks the Licensed Materials licensed to the computer it was installed on and allows You to install and use only a single copy of the Licensed Materials at any given time which copy may be used only by You;
- b. **Floating License** means a multi-user license which is located on a license server and can be used by multiple users on a network;
- c. **Build Server License** means a multi-user license on a central computer system (such as, but not limited to, a Jenkins/Hudson server), shared (used) by other systems, automated processes or users.

3.3. **License Constraints: Geographic Location.** A license may be granted for use of the Licensed Materials to develop Licensed User Products within a specified geographical location subject to geographical constraints, which are listed below. By default the specified geographical location is the shipment address of the Licensed Materials unless specified otherwise on the Order Form. The geographical constraint that applies to Your license is specified on the Order Form. If the geographical constraint is left unspecified on the Order Form, then the geographical constraint is a Single Site License (as defined below).

- a. **Single Site License** means a multi-user license for use of the Licensed Materials at a single geographic site by a specified number of users. For purposes of a Single Site License, the phrase "geographic site" means a site no greater than one-half mile (800 meter) radius.
- b. **Country License** means a multi-user license for use of the Licensed Materials at multiple sites within one geographic country by a specified number of users;
- c. **Continental License** means a multi-user license for use of the Licensed Materials at multiple sites within one geographic continent by a specified number of users;
- d. **Global License** means a multi-user license for use of the Licensed Materials at multiple sites anywhere in the world by a specified number of users;

- 3.4. **License Constraints: Specific Purpose.** A license may be granted for use of the Licensed Materials for a specific purpose as defined below.
- a. **Academic Use License** means use of the Licensed Materials: (i) in the case of employees (faculty and academic staff), performing software administration, teaching, and non-commercial, academic research for Your use only in their ordinary course as Your employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by You. Any other use is expressly prohibited, including but not limited to: (a) any use by any person for purposes of supporting research and development for any commercial (for profit) entity; and (b) any use by any person for purposes of supporting any governmental agencies or not-for-profit entities.
 - b. **Product Evaluation License** means a time-limited license granted to You for the sole purpose of evaluating the Licensed Materials and their suitability for Your environment. In no event shall such a license be used by You for commercial or production purposes, in particular not for the design, simulation, implementation and manufacture of Licensed User Products. Such evaluation must be carried out by a limited number of personnel assigned to evaluate the acquisition of the Licensed Materials from TASKING. Such evaluation must be carried out at a single geographic site, all to be indicated on the Order Form. In all events a Product Evaluation License shall expire on its designated date. If the expiration date is left unspecified on the Order Form, a Product Evaluation License expires thirty (30) days after the Effective Date.
- 3.5. **Roaming Use.** Regardless of Your applicable License Terms, TASKING permits You to make Roaming Use of the Licensed Materials. For purposes of this Section “**Roaming Use**” means use of the Licensed Materials at a site, location or in a geographic area not otherwise licensed by You, but wherein the use of the Licensed Materials must: a) be temporary; b) not result in the use of more copies of the Licensed Materials than You are permitted to use at any given time, if Your license is so restricted; c) in no event result in an additional copy of the Licensed Materials being made or installed on any other party’s computers or computer networks; d) in no event allow ongoing use of the Licensed Materials by any third party, except as may otherwise be allowed herein; and e) in no event compromise or disclose TASKING’s confidential and trade secret information. By way of example only, the kind of Roaming Use that may be permitted hereunder would be if You had the Licensed Materials on a portable computer for purposes of taking them to a contractor site that is working with You on company business, and who is fully obligated to abide by confidentiality and other restrictions regarding any such materials that You disclose to them. In such case, You might show the Licensed Materials to said contractor, but in no event would leave behind a copy or install the same on said contractor’s computers or computer networks. Another permitted Roaming Use would be use by an authorized employee who is working at home due to offices being closed for pandemic or epidemic reasons.
- 3.6. **TASKING Library Software.** Additional License Terms apply for TASKING Library Software. The Order Form may include further details and conditions regarding the authorized scope of use of the TASKING Library Software. In case the Order Form does not mention any such further details and conditions, any license obtained by You in respect of TASKING Library Software shall cover the use of such TASKING Library Software for the development of one (1) User Project using one (1) specific compiler and version of that compiler for building the User Project. A User Project may include use of the TASKING Library Software for minor revisions or error corrections but major revisions to any prior development (whether internal or as a Licensed User Product) shall constitute a separate User Project for which a separate license for the TASKING Library Software is required.
- 3.7. **Licensed User Products.** You may use the Licensed Materials to develop Your Licensed User Products in accordance with your License Terms and this Agreement. In no event shall a Licensed User Product: (a) be a derivative product from the Licensed Materials, (b) contain any source code in human readable format taken from the Licensed Materials unless that source code is licensed as Open Source Software, or (c) compete with the Licensed Materials.
- 3.8. **Indemnification for Licensed User Products.** You will defend, indemnify and hold harmless TASKING, the TASKING Affiliates and their respective licensors, officers, employees, Resellers and contractors from and against any loss, cost, liability or damage (including attorney fees) arising from or relating to any claim brought against TASKING (a) any claims or disputes brought by Your customers or any other third parties arising out of their use of the Licensed User Products; and (b) by any third party otherwise relating to the Licensed User Products, including but not limited to any representations or warranties You make about the Licensed User Products; and any claims alleging that Intellectual Property Rights of third parties are infringed by the Licensed User Products.
- 3.9. **Number of users.** This Agreement allows as many persons employed or hired as contractors (so long as such contractors have entered into an appropriate form of confidentiality agreement with TASKING as per Section 6) by You to simultaneously use the Licensed Materials as are permitted under the License Terms. At no time shall You permit the number of persons that may access and/or use the Licensed Materials to exceed the number of persons for whom You have licensed the same, including in connection with any Roaming Use. You understand and agree that such use beyond that licensed hereunder, whether by allowing excess persons to use the Licensed Materials or otherwise, shall constitute not only breach of this Agreement, but violation of national and international copyright and patent laws.

- 3.10. **User increase.** You may increase the number of persons or sites permitted to use the Licensed Materials at any one time by paying TASKING additional license fees in accordance with then applicable pricing, provided that such additional persons in no way access or use the Licensed Materials prior to any such additional license fees being paid by You. The use of the Licensed Materials by any such additional persons or sites shall be governed by the terms of this SLA, as amended from time to time and applicable at the moment that such persons or sites are added by You, as if such persons or sites had been licensed to use the same from the date of the initial agreement between the parties.
- 4.6. **Export Restrictions** Depending upon the jurisdiction in which the Licensed Materials are licensed, this Agreement and the Licensed Materials may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental licenses. Failure to comply with this provision is a material breach of this Agreement and shall result in the automatic termination of this Agreement, whether or not TASKING is aware of the same at the time.

4. Restrictions on Use

- 4.1. **General use restrictions.** In no event shall You: (i) allow any of Your affiliates, subsidiaries or divisions, any portion of Your business located at a different geographic site, or third parties to copy, have access to or use any portion whatsoever of the Licensed Materials unless this is included in Your License Terms or concerns permitted Roaming Use; (ii) allow any third party to have access to or use any portion whatsoever of the Licensed Materials, unless this is included in Your License Terms or concerns permitted Roaming Use; or (iii) make copies of the Licensed Materials for use by any of Your other affiliates, subsidiaries or divisions, or by any third party, unless this is included in Your License Terms or concerns permitted Roaming Use.
- 4.2. **No Automated Use.** Unless you have acquired a Build Server License, You are not allowed to: (i) create a server or automated system for the Licensed Materials or to; (ii) use the Licensed Materials in an automated, batched or unattended process for software development, validation, verification, deployment or report generation by an individual acting as a server or automated system for processing the artifacts of other individuals.
- 4.3. **No Assignment or Sharing.** In no event shall You disclose, transfer, assign, publish, distribute, provide in a service bureau, rent, lease or in any other way make available to any other person the Licensed Materials or any part thereof without the prior written consent of TASKING, except as permitted to You under this Agreement.
- 4.4. **No Reverse Engineering.** You understand and agree that in no event shall You tamper with the License Management System, make unauthorized copies of, decompile, reverse engineer, disassemble, modify, or otherwise reduce the Licensed Materials or any portion thereof to human-perceivable form, or disclose to any third person any portion of the Licensed Materials in human-perceivable form, unless any such act is expressly permitted by either TASKING or applicable law.
- 4.5. **US Governmental Use.** The Licensed Materials contain commercial computer software developed exclusively at TASKING's expense. Accordingly, pursuant to the United States Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the United States Government is subject to the restrictions set forth in this Agreement. The manufacturer is TASKING B.V., Spoetnik 50, Amersfoort, The Netherlands.
- 4.7. **Compliance Certification.** During the term of this Agreement, TASKING shall have the right to request that You provide, within thirty (30) days of receipt of TASKING's written request, documentation to support, and certification of, use of the Licensed Materials in complete compliance with the Agreement's terms and conditions. TASKING is entitled to perform or have a third party perform a check and/or inspection in order to determine whether You are complying with the conditions of the Agreement, provided that this check and/or inspection is performed during normal business hours and in such a way that Your activities are not unreasonably obstructed. Such an inspection will be performed by an expert chosen and deployed by TASKING. This expert will submit a summarizing note showing his/her findings, but in no way provides TASKING with information other than that which the expert becomes aware of within the scope of the inspection. The costs of this check are at the expense of TASKING, unless the inspection proves that the You are not complying with the provisions of the Agreement, in which case the costs are at Your expense.
- 4.8. **Provisions for the development of Safety and/or Security related software.** In the event that You intend to use (part of) the Licensed Materials to develop safety and/or security related applications You shall (i) assess whether the Licensed Materials are fit for such purpose, (ii) ascertain that the users of the License Materials are trained and experienced in the fields of safety and security engineering and (iii) apply the guidance provided in the Safety Documents that are included in and/or associated with the relevant Licensed Materials. TASKING may amend the Safety Documents from time to time and will give notice of the amendments to You by email, through the Licensed Materials or through the TASKING Website. It is Your responsibility to review the Safety Documents and become familiar with any amendments. In no event shall You be allowed to distribute or otherwise disclose the Safety Documents to any third party, other than to (i) Your customers and to (ii) government and/or certification bodies, in each case solely for the purpose of their review. Subject to Section 10 of this SLA, TASKING shall in no event be liable for any damage caused by or resulting out of Your operation of (any part of) the Licensed Materials in safety and security related products.

4.9. **Indemnification for specified applications.** You agree that You are responsible for any decisions regarding the use or way of use of the Licensed Materials and for the results thereof. In the event that You use the Licensed Materials in connection with one or more of the following applications: the operation of weapons, weapon systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other application in which the failure of the Licensed User Products could create a situation where personal injury or death may occur, You shall indemnify, defend and hold harmless TASKING, the TASKING Affiliates and their respective licensors, officers, employees, Resellers and contractors against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such use, even if such claim alleges that TASKING was negligent regarding the design of the Licensed Materials. The foregoing indemnification obligation does not apply to any part of the damage involved of which it has been conclusively established that it is caused by the Licensed Materials that were used by You in full observance of the information (including instructions, warnings and disclaimers) as provided by TASKING in respect of the Licensed Materials (such as on the TASKING Website, in the Safety Documents or as part of the Licensed Materials) and of the terms of this Agreement. In that case the limitations of liability set out in Section 10 shall apply as between TASKING and You.

5. Third-Party Rights; Open Source Software

5.1. **Third Party Licenses.** The license rights granted in the Agreement are to the portion of the Licensed Materials developed solely by or for TASKING. You understand and agree that the Licensed Materials may contain computer software and Intellectual Property Rights belonging to third parties ("**Third Party Software**"). At Your first request TASKING will provide the conditions applicable to such Third Party Software and Intellectual Property Rights. You understand and agree that it is Your sole obligation and responsibility, and in no event TASKING's obligation or responsibility, to determine what, if any, third-party licenses You must obtain in connection with such Third Party Software or Intellectual Property Rights in the event You desire to distribute commercial products that incorporate or are based upon such Third Party Software and/or Intellectual Property Rights. Any Third Party Software contained in the Licensed Materials is licensed to You in its current state ('as is'). TASKING does not provide any warranty with regard to that Third Party Software and accepts no liability for any damage whatsoever arising from Your use of the Third Party Software.

5.2. **Open Source Software.** Some portion of the Licensed Materials may contain Open Source Software subject to Open Source Terms applicable for each such portion. The Open Source Terms applicable to the relevant portions of the Licensed Materials are available in the license.txt file provided with the Licensed Materials. Such Open Source Software is supplied to You under the applicable Open Source Terms and is not subject to the terms of this Agreement to the extent the terms of this

Agreement are in conflict with such applicable Open Source Terms. Except for the Open Source Software, You have no rights under this Agreement to, and may not under any circumstances use the Licensed Materials, and/or any parts thereof, such that they become subject to any Open Source Terms that require any modifications to the relevant Open Source Software, or combinations of the Open Source Software with other software (such as by incorporating or linking), must be made available in source code form under the terms of the relevant Open Source Terms. This agreement does not limit Your rights under, or grant You rights that supersede, the license of any Open Source Software delivered to You by TASKING. You understand and agree that it is Your sole obligation and responsibility, and in no event TASKING's obligation or responsibility, to determine Your compliance with any Open Source Terms in the event You desire to use the Open Source Software in or in connection with the Licensed User Products.

5.3. **Indemnification regarding third party rights.** You agree to indemnify, defend and hold TASKING, the TASKING Affiliates and their respective officers, employees, Resellers, licensors and contractors completely harmless from any and all liability, including but not limited to attorneys' fees and experts' fees, associated in any manner with Your failure to (i) obtain or properly maintain any required third-party licenses and/or to (ii) comply with any such Open Source Terms.

5.4. **Third party stipulation (Art. 6:253 - 6:254 Dutch Civil Code).** The stipulations in this Agreement have not only been made for the benefit of TASKING, but also for the benefit of its licensors, the TASKING Affiliates, all persons working for TASKING or engaged by TASKING or TASKING Affiliates for the performance of an agreement, including Resellers and contractors, and all persons for whose actions and omissions TASKING or TASKING Affiliates could be liable.

5.5. **Infringement third party rights.** If You are prohibited from using the Licensed Material by a court order because of successful claim that the use of the Licensed Materials infringe any other Intellectual Property Right of third parties, or, in TASKING's opinion, there is a chance that the Licensed Materials will be the subject of a successful claim for infringement, TASKING may, at its own discretion and expense: (i) obtain the right for You to continue using the Licensed Materials as set out in this Agreement; (ii) replace or modify the Licensed Materials in such a way, that it no longer infringes, provided that its functionality remains materially unchanged; or (iii) if options (i) and (ii) are not reasonably feasible – in TASKING's opinion – terminate the Agreement, including the rights granted in it, with respect to the infringing Licensed Materials. You accept that TASKING's full and exclusive liability for infringements of third party Intellectual Property Rights is as set out in this Section 5 and in Sections 9 and 10. TASKING has no obligation with respect to any such infringement claim based on (i) Your modification of any Licensed Materials or modification by a third party; (ii) combination, operation, or use of Licensed Materials with non-TASKING products, software or business processes; (iii) Your failure to modify or replace Licensed Materials as required by TASKING; or (iiii) any Licensed Materials provided on a no charge, beta or evaluation basis.

6. Confidentiality

You acknowledge and agree that the Licensed Materials and all other information provided to You by TASKING, a TASKING Affiliate or a Reseller and their respective licensors, officers and employees under this Agreement are to be held by You in confidence and are not to be disclosed except as expressly permitted by this Agreement. You acknowledge and agree that the Licensed Materials constitute the trade secrets and proprietary information of TASKING and/or third parties. You agree that You shall make the Licensed Materials available only to Your employees who have entered into a confidentiality agreement with You sufficient to protect TASKING's Intellectual Property Rights in the Licensed Materials, and only as expressly permitted by this Agreement. In the event that You hire or engage any contractor to assist You in connection with the installation, implementation or other use of the Licensed Materials, You shall first determine that said contractor is not employed or engaged by any direct competitor of TASKING, and in the event such contractor is so employed or engaged, You shall in no event give such person access to the Licensed Materials; in the event such contractor is not employed by or engaged by a direct competitor of TASKING, You shall ensure that such contractor has entered into an appropriate confidentiality agreement with TASKING that protects the Licensed Materials in a manner consistent with the confidentiality and other provisions in this SLA. You agree to use sufficient safeguards to ensure the confidentiality of TASKING's Licensed Materials, and in no event less than the standard of protection used generally in the automotive, semiconductor or EDA industry for similar materials.

7. Delivery and Access; Online Services

- 7.1. **Delivery.** TASKING will deliver the Licensed Materials and applicable license keys in electronic format. You are responsible for downloading, installing and, bringing the Licensed Materials into operation. In the event that any portion of the Licensed Materials is physically delivered to You by TASKING, You shall bear all costs of transportation and all risk of loss associated therewith upon delivery to You by a common carrier.
- 7.2. **System requirements.** You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Licensed Materials as specified therein. TASKING will have no obligations or responsibility under this Agreement for issues caused by Your use of any third-party hardware or software not provided by TASKING.
- 7.3. **Online Services Availability and Use.** The Licensed Materials may rely upon or facilitate Your access to websites that are maintained by TASKING or others offering goods or services ("**Online Services**"). Your access to and use of any such website, or of any such Online Services, is completely governed by the terms, conditions and disclaimers that exist on such website, or in connection with such Online Services. TASKING may at any time, in its sole discretion, eliminate, alter or modify the availability of any such website or any such Online Services.

- 7.4. **No Connection with Third Party Online Services Providers.** TASKING does not control, endorse or accept any responsibility or liability in connection with websites or Online Services provided by any third party, even if TASKING includes references or links to such websites on its own website or in the Licensed Materials. Any communications or other dealings between You and any third party in connection with access to or use of any such website or Online Services, including but not limited to delivery and payment terms, are solely between You and such third party. In no event shall TASKING be liable to You for any failures, deficiencies or errors in complying with applicable laws by such third-party website or Online Service providers.
- 7.5. **Your Risk.** Except as expressly agreed to by TASKING in a separate, signed written agreement, You understand and agree that any access to or use of websites or online services is at Your complete risk and subject to those limitations set forth in Sections 9 and 10, below.

8. Payment provisions; Orders through Resellers

- 8.1. **Fees and Payment.** You shall pay all fees specified in the Order Form in accordance with the agreed payment terms stated on the Order Form and/or invoice. The fees under this Agreement exclude any taxes or duties payable in respect of the Licensed Materials in the country where the payment is either made or received. To the extent that any such taxes or duties are payable by TASKING, You must pay to TASKING the amount of such taxes or duties in addition to any fees owed under this Agreement. It is Your responsibility to ensure that any legally obliged withholding taxes are paid to the competent authorities. Information from TASKING's records shall count as conclusive evidence with respect to the amounts owed by You, without prejudice to Your right to produce evidence to the contrary.
- 8.2. **Failure to pay.** If You fail to pay amounts due or fail to do so on time, You shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If You fail to pay the amount due after a demand for payment or a notice of default has been issued, TASKING shall be entitled to refer the debt for collection, in which case You must pay all judicial and extrajudicial costs, including all costs charged by external experts.
- 8.3. **Suspension.** You may not suspend any payment and may also not set off any amounts owed. TASKING reserves the right to suspend Your limited right to use the Licensed Materials and, if acquired by You, annual Software Maintenance immediately upon notice if You are in breach of Your payment obligations. TASKING shall first give You thirty (30) days written notice of its intention to suspend Your right to use the Licensed Materials and/or the provision of annual Software Maintenance if the relevant breach is not remedied and You fail to remedy such breach within such period.

- 8.4. **Orders through Resellers.** If You order the Licensed Materials through a Reseller, instead of paying TASKING, You will pay the applicable amounts to the Reseller, as agreed between You and the Reseller. TASKING may suspend or terminate Your rights to use the Licensed Materials if TASKING does not receive the corresponding payment from the Reseller. Instead of an Order Form with TASKING, Your order details (e.g. the License Delivery Method, the License Terms including the number of user / developer seats and the applicable fees) will be as stated in the Order Form placed with TASKING by the Reseller on Your behalf, and the Reseller is responsible for the accuracy of any such order as communicated to TASKING. If You are entitled to a refund under this Agreement then the Reseller will be solely responsible for refunding the appropriate amounts to You. Resellers or TASKING Affiliates are not authorized to modify this SLA or make any promises or commitments on Tasking B.V.'s behalf without Tasking B.V.'s consent, and Tasking B.V. is not bound by any obligations to You other than as set forth in the Agreement, unless Tasking B.V. has so agreed in writing.

9. Limited warranty and Disclaimer

- 9.1. **"As-is".** You acknowledge and accept that the Licensed Materials can never be perfect or 100% free of Errors and that not all Errors can or will be remedied. The Licensed Materials provided hereunder are 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. TASKING does not warrant that the functions contained in any of the Licensed Materials will meet Your requirements, or that the operation of the Licensed Materials will be uninterrupted or Error free, or that defects in the Licensed Materials will be corrected. Furthermore, TASKING does not warrant or make any representations regarding Your use or the results of Your use of the Licensed Materials in terms of correctness, accuracy, reliability or otherwise. You acknowledge to have relied solely upon Your own skill and judgment in acquiring the Licensed Materials.
- 9.2. **Errors.** TASKING's sole liability and Your exclusive remedy with respect to any Errors during the first (90) days after receipt by You, will be limited to Error correction regarding any portion of the Licensed Materials developed solely by or for TASKING or replacement with the same or any new versions thereof, or if neither is in TASKING's opinion commercially feasible, termination of this Agreement and refund of any license fee received by TASKING from You in respect of the relevant Licensed Materials. In the event of an Error after said ninety (90) day period, TASKING shall have no obligation to replace or refund Your monies in connection therewith unless You have purchased annual Software Maintenance at the time of entering into this Agreement or thereafter. This Section does not apply to (part of the) Licensed Materials which is supplied to You by TASKING on a no charge, beta or evaluation basis.

10. Limitation of Liability

- 10.1. **Maximum liability.** The entire liability of TASKING in respect of any attributable breach of its contractual obligations (expressly including any warranty or indemnity obligation agreed with You) arising under or in connection with this agreement on any legal basis whatsoever (including claims based on Article 6:162 (tort) or Articles 6:185-193 (product liability) of the Dutch Civil Code), shall be limited to damages in an amount equal to all fees paid by You to TASKING in the preceding twelve (12) months for the applicable Licensed Materials (excl. VAT).
- 10.2. **Personal injury / property damage.** In the event of personal injury, regardless of whether this injury results in death, TASKING's liability is in any case limited to an amount of EUR 500,000 for each and every injurious event. In the event of property damage, TASKING's liability is in any case limited to EUR 50,000 for each and every injurious event. In both cases, a series of related events is considered to be one event.
- 10.3. **No indirect damages.** Notwithstanding the foregoing, TASKING will not be liable to You with respect to corruption or loss of data, loss of profits, savings or goodwill loss due to business interruption, damages associated with the use of third party software or any type of special, indirect, exemplary or consequential damages (including loss or damage suffered by You as a result of any action brought by a third party), regardless of whether an action is styled as being based upon contract, tort, statutory or other law.
- 10.4. **Wilful intent / conscious recklessness.** The exclusions and limitations referred to in Sections 10.1 up to and including 10.3 shall not apply if and insofar as the loss is the result of wilful intent (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) on the part of the TASKING's management. Nothing in the Agreement is meant to exclude, restrict or modify any liability of TASKING under any mandatory law in any jurisdiction in which the Licensed Materials are licensed, which mandatory law prohibits, restricts or modifies any portion of the limitation of liability set forth herein. In that case the liability of TASKING is limited to the maximum extent possible by such mandatory law.
- 10.5. **Claim for compensation.** A condition for the creation of any right to compensation is always that You report the loss to TASKING in writing as soon as possible after the loss has occurred. Each claim for compensation against TASKING lapses (i) due to the mere expiry of a period of twelve (12) months after the loss manifested itself or (ii) if You have failed to take measures to limit the loss, immediately after it manifested itself, or to prevent (other or additional) loss from arising.

11. Term; Termination

- 11.1. **Term.** This Agreement will commence upon the Effective Date and will remain effective and continues until expiration of the License Period(s), unless earlier terminated as set forth in this Agreement.
- 11.2. **Termination for convenience.** You may choose to stop using the Licensed Materials and terminate this Agreement, including any or all Order Forms and related licenses, at any time for any reason upon written notice to TASKING, or as the case may be the Reseller. Upon any such termination (i) You will not be entitled to a refund of any pre-paid fees and (ii) if You have not already paid all applicable fees for the then-current License Period any such fees that are outstanding will become immediately due and payable.
- 11.3. **Termination for cause.** Whether You have licensed the Licensed Materials on a time-limited or perpetual basis, this Agreement (including all Order Forms) will terminate (i) thirty (30) days after TASKING gives You written notice of Your material breach of any provision of this Agreement, including Your failure to pay any fees due hereunder, unless You have cured such breach during such thirty day period and (ii) immediately without any notice being required if (i) TASKING has determined that Your material breach cannot or shall not be cured (either permanently or temporarily) by You, if (ii) Your breach concerns a breach of the obligations under Sections, 3.4, 4.4, 4.6, 4.8 or 4.9, 5.1 or 5.2, or 6, or if (iii) You file for bankruptcy, become insolvent, or make an assignment for the benefit of creditors. If TASKING terminates the Agreement on the basis of this Section 11.3 TASKING shall in no event be liable for any compensation or damages You may incur as a consequence of the termination.
- 11.4. **Effects of Termination.** Expiration of the License Period or termination of this Agreement for convenience by You shall not affect Your right to sell or otherwise distribute or maintain and support Licensed User Products already developed based upon or by including the Licensed Materials, which right shall remain subject to the conditions of this SLA and the applicable Order Form(s); all of Your other rights with respect to the Licensed Materials (including the development, design and/or maintenance of any new or other Licensed User Products) shall cease. In all other events of termination (including TASKING's termination on the basis of Section 11.3) the licenses, rights and covenants granted hereunder and the obligations imposed hereunder will cease entirely, even if the License Period is identified as "perpetual" or if no expiration date is specified in your Order Form, and You will destroy the Licensed Materials, including all copies and all relevant documentation. In no event shall TASKING's performance of any obligations under this Agreement that You have received prior to termination and the associated payment obligations be undone.
- 11.5. **Survival.** The provisions of all Sections which by their nature would survive the termination of this Agreement shall so survive and You shall be obligated to perform in accordance therewith.

12. Privacy Policy

You agree that the privacy policy as published on the TASKING Website applies to any processing by TASKING of Your personal data. You hereby expressly consent, on behalf of Yourself and Your users, to the privacy policy. TASKING may amend the privacy policy from time to time and will give notice of the amendments. It is Your responsibility to review the privacy policy and become familiar with any amendments. Your continued use of the Licensed Materials following such amendments will be regarded as Your acceptance of the revised privacy policy.

13. Governing Law and jurisdiction.

- 13.1. **Governing law.** This Agreement shall be governed by the laws of The Netherlands, without reference to conflict of law or choice of law principles or decisions. Nothing in this Agreement will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) as to which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member State of the European Union which implement relevant European Communities Council Directives. 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.
- 13.2. **District Court.** 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 TASKING's right to submit a dispute, as referred to above, to any other competent court.

14. General

- 14.1. **Applicability.** This SLA applies to every Order Form and any and all access or use by You of the Licensed Materials. The applicability of any other terms or conditions, including Your purchasing or general terms and conditions is expressly rejected. In the event of any conflict or inconsistency between the applicable Order Form and this SLA, the provisions of the Order Form shall prevail.
- 14.2. **Revision.** TASKING is entitled to revise the terms and conditions of this SLA from time to time with notice given to You by email, through the Licensed Materials or through the TASKING Website. The amended terms and conditions enter into effect on the date mentioned in the message in which TASKING announces the revisions.
- 14.3. **Assignment.** Except as otherwise set forth herein, neither this Agreement, nor any interest herein or part hereof, can or may be transferred or assigned by You or, by operation of law or otherwise, without TASKING's prior written consent, and including whether such transfer or assignment is by operation of law, agreement of merger, sale of assets or otherwise. Any such transfer or assignment contrary to the foregoing sentence shall be null and void. TASKING may assign, transfer or delegate any of its rights or obligations hereunder to any TASKING Affiliate or any company acquiring all or substantially all of the assets of TASKING or its ultimate parent entity.

- 14.4. **Unenforceability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be illegal, prohibited, void or unenforceable for any reason, that provision of the Agreement shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 14.5. **Headings.** Save as otherwise provided herein, references to Sections are to those contained in this SLA. Headings are inserted for convenience only and do not affect the construction of this SLA.
- 14.6. **Construction.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.
- 14.7. **Waiver.** No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.
- 14.8. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or in writing. No addition or modification to this Agreement is valid unless made in writing and signed by authorized personnel of TASKING and You, unless it concerns a revision of this SLA as set forth in Section 14.2.