

**K-MATIC END-USER LICENCE AGREEMENT FOR K-MATIC SOFTWARE PRODUCTS**  
(ref. KM-EULA-2022.1)

IMPORTANT, READ CAREFULLY:

THE K-MATIC SOFTWARE PRODUCT, TOGETHER WITH ITS DOCUMENTATION, TO WHICH THIS EULA (DEFINED BELOW) IS APPLIED, AND/OR IN WHICH THIS EULA IS EMBEDDED, IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATIES. UNAUTHORIZED REPRODUCTION, DISPLAY, MODIFICATION, DISTRIBUTION AND USE OF THIS SOFTWARE OR THE DOCUMENTATION, OR ANY PORTION OF THEM, MAY CONSTITUTE AN INFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS AND RESULT IN CIVIL AND CRIMINAL LIABILITY.

THE TERMS OF THIS EULA SHALL CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU (DEFINED BELOW) AND K-MATIC (DEFINED BELOW).

THIS EULA SETS OUT THE TERMS AND CONDITIONS UPON WHICH K-MATIC IS WILLING TO LICENCE THE SOFTWARE (DEFINED BELOW) TO YOU, REGARDLESS OF WHETHER SUCH LICENCE IS PROVIDED TO YOU BY K-MATIC DIRECTLY OR BY AN AUTHORISED DISTRIBUTOR (DEFINED BELOW).

BY PLACING AN ORDER OR ENTERING INTO AN AGREEMENT INCORPORATING THIS EULA OR BY CLICKING THE "I ACCEPT" BUTTON YOU:

1. ACCEPT AND AGREE TO THE TERMS OF THE EULA;
2. ACKNOWLEDGE THAT YOU HAVE READ THIS EULA,
3. ACKNOWLEDGE THAT THIS EULA CONTAINS IMPORTANT OBLIGATIONS AND APPLICABLE LIMITATIONS AND RESTRICTIONS ON USE OF THE SOFTWARE; AND
4. AFFIRM THAT YOU ARE AN AUTHORISED USER OF THIS SOFTWARE AND THAT YOUR INSTALLATION OF THE SOFTWARE IS LEGAL AND PERMITTED UNDER THIS EULA.

IF YOU DO NOT AGREE WITH THESE CONDITIONS, YOU MAY NOT SETUP, INSTALL, DEPLOY OR OTHERWISE USE THE SOFTWARE.

## **1 Definitions**

- 1.1 In this EULA the following words and expressions shall have meanings hereby assigned to them, unless the context expressly requires otherwise:

**"Affiliate"** means another entity controlled by or under common control with You. For the purposes of this definition, **"control"** shall exist through a right to nominate or dismiss 50% or more of the members of the board of directors of an entity, or persons performing equivalent functions, whether through ownership of shares entitling to 50% or more of the number of votes represented at a general meeting of such entity, or otherwise, for so long as such control subsists and whether directly or indirectly.

**"Application"** means any programmed or executable component that interacts with the Software using the Software's Interface or Open API, as defined under Clause 15.2 below.

**"Authorised Affiliate"** means an Affiliate that is authorised to use the Software within the Licence Parameters and is located within the Territory.

**"Authorised Distributor"** shall mean an affiliated company of K-MATIC, an authorized reseller of K-MATIC.

**"Confidential Information"** means the Software, Documentation and any information and material in whatever form concerning operation, personnel and business dealings of either K-MATIC or You that either is marked as confidential, or that should reasonably be understood to be confidential by its nature or circumstances in which the information or material is disclosed.

**"Data Protection Legislation"** means (i) General Data Protection Regulation ((EU) 2016/679) and any national

implementing laws, regulations and secondary legislation, as amended or updated from time to time, (ii) any successor legislation to the GDPR.

**“Documentation”** means user and other documentation concerning the Software, whether in printed, online and/or electronic form.

**“Equipment”** means such hardware of You or an Authorised Affiliate or a Professional Consultant that fulfils the minimum configuration requirements set forth in the Documentation.

**“Error”** means a defect or fault in the Software which prevents the Software from operating substantially in accordance with the Documentation.

**“EULA”** means this End-User License Agreement for Software.

**“End-User”** means “User”, see below.

**“Licence”** means the licence to Software granted to You in accordance with this EULA.

**“Licence Fees”** mean the amounts specified in the Order Form and payable by You in consideration of the grant of Licence.

**“Licence Key”** means a technical solution (e.g. entitlement code and/or digital identity) that is required to enable the User to access the Software.

**“Licence Parameters”** means the number of concurrent Users, Licence Type, Territory and Licence Term, defined in Clause 4.4 or Clause 4.5, as applicable, unless otherwise set forth in the Order Form.

**“Licence Term”** means the term of the licence as defined in 4.4 or Clause 4.5, as applicable.

**“Licence Type”** means the type of the Licence, as further defined in Clause 4.4 .

**“Main Release”** means a major version of the Software that is made generally commercially available by K-MATIC from time to time, has been assigned by K-MATIC a version number indicating a new major release, and requires You to obtain a new set of Licence Keys.

**“Maintenance Services”** means the maintenance and support services for the Software referred to in Clause 5.2.

**“Maintenance Term”** means the term defined in Clause 5.3.

**“Order Form”** means such order form or contract by which You acquire the Licence and/or services related to the Software and that has been confirmed by K-MATIC, or where applicable, by an Authorised Distributor.

**“Party”** means either You or K-MATIC or Authorised Distributor, as applicable.

**“Professional Consultant”** means any third-party consulting company that provides services including, without limitation, engineering, drafting, or detailing services to You or its Authorised Affiliate using the Software.

**“Software”** means K-MATIC's software product(s) in object code form as specified in the Order Form, including any Sub-releases and Main Releases that may be issued to You as part of possible maintenance services.

**“Sub-release”** means updates and/or service releases to the Software issued by KOREC, which may incorporate corrections of errors, or provide functional and performance improvements but does in no circumstances mean a Main Release.

**“Subscription Period”** means the term of validity of a subscription-based Licence specified in the Order Form, where applicable, and as further set forth in Clause 4.5.

**“Territory”** means the country where Your purchase order for the Software was originated, unless otherwise set forth in the Order Form.

**“K-MATIC”** means K-MATIC Limited, a private limited company registered in England with Company Number 8782455, and its affiliated companies, as applicable.

“**User**” means an individual employed by You or an Authorised Affiliate or a Professional Consultant, as applicable, who has been assigned a valid Licence Key in order to use the Software on the Equipment. For the purposes of this definition, “employees” shall be deemed to include self-employed contractors using the Software on behalf of You pursuant to an agreement with You or an Authorised Affiliate or a Professional Consultant.

“**You**” means the Party acquiring the Licence, being you as an individual or the business entity/organization you represent, as specified in the Order Form, or any permitted assignee or successor in title.

## **2 Order Forms and Software Delivery**

- 2.1 You acquire your Licence and any services related to the Software under a separate Order Form, which may be between You and K-MATIC or between You and an Authorised Distributor. Such Order Form shall govern the commercial relationship between the contracting parties in relation to the agreed delivery of the Licence (which shall be subject to this EULA) and to the agreed delivery of related services. The Order Form sets out the Licence Parameters and may include additional restrictions on your Licence. Any restriction of such kind shall apply to Your use of the Software, in addition to those included in this EULA.
- 2.2 The Software is accessible either (i) by downloading the Software from an electronic site provided by K-MATIC or ii) as a service (Software as a Service) by K-MATIC or (iii) by installing the Software from the media delivered to You by K-MATIC or by an Authorised Distributor.
- 2.3 You shall conduct sufficient testing of the quality of the results and operation of the Software using the Your test data prior to commencing operational use of the Software.

## **3 Payment**

- 3.1 You will remit payment, to the extent applicable, for the Licence to K-MATIC – or directly to K-MATIC’s Authorised Distributor if You have procured Your Licence through such party – on terms and conditions agreed to in the relevant Order Form. The agreed Licence Fee shall be paid prior to deployment of the Software. Any Licence Key delivered to You upon grant of Licence shall be of temporary nature until receipt by K-MATIC of the full Licence Fee.
- 3.2 You will remit payment for services to K-MATIC – or directly to K-MATIC’s Authorised Distributor if You have procured delivery, installation, support, maintenance, training, consultancy and/or other services from such party – on terms and conditions agreed to in the relevant Order Form.
- 3.3 If payment of the fees is overdue and not paid at the latest within a time period indicated in the payment reminder and/or the invoice, K-MATIC or Authorised Distributor (as applicable) reserves the right to suspend Your access to Your acquired subscription(s), without liability to You by K-MATIC and/or the Authorised Distributor, until such amounts are paid in full.

## **4 Intellectual Property Rights and Licence Grant**

- 4.1 Ownership of any intellectual property rights in (i) the Software; (ii) the Documentation; (iii) any works derived from the Software or the Documentation; and (iv) any other literary works or other works of authorship created by K-MATIC, their personnel, employees, subcontractors or consultants, shall vest or remain vested in K-MATIC or their third party licensors, as applicable, and no such rights shall pass to You.
- 4.2 Subject to timely payment of the applicable Licence Fees and subject to the applicable Licence Parameters, K-MATIC hereby grants You a non-exclusive, non-assignable, non-transferable (except to the extent as may be permitted by the Licence Parameters) and non-sublicensable Licence, to download, install and/or use, display and run the Software on Equipment that fulfils the minimum configuration requirements set forth in the Documentation. Each Licence acquired by You shall permit one concurrent floating or one named User of the Software, as specified in the Order Form.
- 4.3 The Licence Type for Your Licence to the Software, the Subscription Period, and the commercial terms of Your purchase are specified in in the Order Form. The Order Form may also specify additional terms and conditions applicable to Your Licence to the Software. If the Licence Type is not specified in the Order Form, the Licence Type shall be User Licence, Standard (as defined below).

#### 4.4 Floating Licences and User Licences

- So-called Floating Licence means that the number of Users using the Software concurrently to connect to K-MATIC's Licence server shall not exceed the number of Licences purchased by You.
- So called User Licence means that the User must (i) be identified by a unique user identification and (ii) be an individual, not a group associated with a generic login. The User must log in using his/her ID to access the Software, and no one else may access the Software using the same ID at the same time.
- Except to the extent otherwise set forth on the Order Form, the Licence Parameters for each of the Licence Types shall be as set out below:

##### a) Standard User Licence

- Use of Software: as specified in the Order Form and/or in the Documentation.
- Licence Term: until expiry of the Subscription Period.
- User: You, or Your employee, or an employee of Your Authorised Affiliate(s) or Your Professional Consultant(s) and as specified in the Order Form and/or in the Documentation.
- Re-assignment: the User Licence can be reassigned (during the Licence Term) to another User depending on the Tier as applicable, and as specified in the Order Form and/or in the Documentation. The Subscription Period of a subscription Licence is either a fixed term or recurring term, each as specified in the Order Form.

- 4.5 A Subscription Period shall be as specified in the Order Form. The Agreement shall commence on the start date set forth in the Order Form (if any) or on the processing date of the Order Form, and shall continue in effect for the initial period set forth in the Order Form ("Initial Term"). A fixed subscription will end after the Initial Term. Recurring subscription, and thus the Agreement, shall automatically renew on the date following the Initial Term ("Renewal Date"), or at each anniversary of the Renewal Date, for an additional twelve (12) months period on then current fees for such renewals (the Initial Term and any renewal period are collectively referred to as "Term"), unless terminated as stated in Clause 12.
- 4.6 Where any Licence includes a usage-based element You acknowledge and agree that K-MATIC monitors Your and Your Authorised Affiliates' usage of the Software for reporting, compatibility and invoicing purposes. You acknowledge and agree that K-MATIC may share the usage reports with its Authorised Distributors and that the usage reports shall constitute conclusive and binding evidence of Your use of the Software. Configuration of Licences by You that is not in accordance with instructions provided with the Software, or that is otherwise erroneous or not appropriate for Your use, shall not relieve You from payment of Licence Fees in accordance with the usage reports.
- 4.7 This EULA supersedes all prior Licence agreements between You and K-MATIC pertaining to current or prior versions of the Software and any terms or conditions in any such prior agreement, currently in force and effect, that are inconsistent with the terms or conditions of this EULA are hereby agreed to be modified to and conformed to with the terms of this EULA. K-MATIC reserves the right to update and change this EULA, which shall apply in its amended form upon acceptance by You or from the beginning of the following Subscription Period. K-MATIC may also launch a Main Release under an updated EULA. Your payment of the fees and/or renewal of Your subscription(s) – following Your Authorised Distributor's notice of changes to the EULA – shall be deemed to constitute Your acceptance of such changes to the Agreement. If You do not accept the amended EULA, as notified, You may terminate the Agreement as set out under Clause 12 below.
- 4.8 The Software contains valuable trade secrets and confidential information of K-MATIC and/or its licensors, and You shall not, and You shall ensure that Your Authorised Affiliates and Professional Consultants or any person to whom You have granted access to the Software do not: (i) disclose any part of the Software to any third party, or (ii) allow any third party to use the Software, or (iii) allow any copies of the Software to leave Your or Your Authorised Affiliate's or Professional Consultant's possession or control, except to the extent expressly permitted by this EULA.
- 4.9 You or an Authorised Affiliate, subject to the Licence Parameters, shall be entitled to make a reasonable number of backup copies of the Software for backup purposes only. You shall be entitled to copy Documentation to the extent reasonably required for the purposes of Licenced use of the Software. Any such copy of the Software or the Documentation shall in all respects be subject to this EULA.

4.10 You shall ensure that any copy of the Software made pursuant to Clause 4.9 includes original markings of K-MATIC's ownership of intellectual property rights (including copyright notices and the like) and statements that the Software contains information confidential to K-MATIC. You shall comply with any directions of K-MATIC concerning the form and content of such markings and notices.

4.11 You shall not, and You shall ensure that Your Authorised Affiliates and Professional Consultants do not:

- a) copy the whole or any part of the Software, save to the extent permitted by Clause 4.9;
- b) modify, enhance or merge the whole or any part of the Software with any other software or documentation;
- c) assign, transfer (except to Authorised Affiliates or Professional Consultants where permitted by applicable Licence Parameters), distribute, sell, lease, rent, sub-licence, charge or otherwise deal in or encumber the Software, nor make the Software available to any third party, nor use the Software to provide software-as-a-service, service bureau or similar services to any third party;
- d) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Software, or to access the source code of the Software;
- e) enable use of the Software by duplication through virtualisation or comparable technology in a manner that would exceed the number of Licences purchased by You;
- f) use the Software to develop other software, except the Applications;
- g) develop Applications for third parties
- h) use, whether alone or in combination with any other mark, nor register or attempt to register, whether directly or indirectly, any trademarks, trade names, logotypes or other symbols of K-MATIC or KOREC, or any confusingly similar marks, names or symbols, nor any Internet domain names containing any such trademarks, trade names or symbols. Any Internet domain names containing the above that have been registered or reserved by You or any Authorised Affiliate of You prior to entering into the Order Form shall be transferred to K-MATIC upon request, and You agree to do any acts as may be necessary to effect such transfer;
- i) remove any of the intellectual property markings in the Software or its outputs, nor try remove or bypass any of the intellectual property protection mechanisms in the Software or its outputs.

4.12 Risk in the Software media and Licence Keys, if any, shall pass to You on delivery. In the event that the Software media, or any Equipment on which the Software is installed, is lost or stolen, You shall notify K-MATIC thereof without undue delay. Your or any Authorised Affiliate's or Professional Consultant's Licence to use the Software, whether by way of back-up copies or otherwise, shall be suspended until delivery of a replacement Licence Key, if any, in respect thereof. K-MATIC shall be entitled to charge You for the delivery of a new Licence Key in accordance with its pricelist.

4.13 When disposing of Equipment in any manner whatsoever, You shall uninstall and remove and ensure that any Authorised Affiliates or Professional Consultants uninstall and remove the Software from such equipment prior to disposal, and take all other steps necessary to prevent the Software or any part thereof from coming into the possession of any third parties. A failure to do so shall be deemed to constitute breach of this EULA.

4.14 You shall promptly notify K-MATIC if You become aware of (i) any breach of confidentiality obligations regarding the Software, or (ii) any infringement (whether actual or alleged) of K-MATIC's intellectual property rights in the Software, or (iii) any unauthorised use of the Software by any person, and provide reasonable assistance to K-MATIC in connection with any suit or proceeding relating to such events.

## **5 Maintenance Services and Other Services**

5.1 Subject to an Order Form and payment of applicable fees, You may obtain Maintenance Services, subscription services, training services or other services from K-MATIC or from an Authorised Distributor of K-MATIC. Separate terms and conditions govern the provision of such services.

5.2 Subject to payment of applicable maintenance fees per each Licence of the Software by You, K-MATIC will provide Maintenance Services during the Maintenance Term in respect of each Main Release that is generally commercially available for purchase. Maintenance Services will be charged in advance and be provided only after the maintenance fees are received by K-MATIC in full. Maintenance Services shall include Sub-releases and Main Releases as well as helpdesk services and other electronic services as may be provided to You at K-MATIC's discretion during the Maintenance Term. Sub-releases (if any) will be provided by K-MATIC only in respect of the two latest Main Releases available from time to time.

5.3 Unless otherwise specified in the Order Form, a subscription shall include the Maintenance Services for the Subscription Period. In respect of a perpetual Licences, the initial Maintenance Term shall expire at the end of

12 months from when the initial licence started, and thereafter the Maintenance Term shall automatically renew for subsequent periods of 12 months against payment of K-MATIC's then-current maintenance fees, unless terminated as set out under Clause 12.

- 5.4 Purchase of other services, such as delivery, installation, training or consultancy, during the Licence Term shall be separately agreed upon. Information on such services, their content and availability as well as the applicable terms and conditions are provided by K-MATIC and its Authorised Distributors.

## 6 Open Source Software

- 6.1 The Software may contain or be provided with components subject to the terms and conditions of 'open source' software licences ("**Open Source Software**"). To the extent applicable, K-MATIC will, upon Your written request, identify such Open Source Software included in the Software. To the extent required by the licence that accompanies the Open Source Software, the terms of such licence will apply in lieu of the terms of this EULA with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

## 7 Intellectual Property Infringement

- 7.1 In the event that Your use of the Software in accordance with this EULA infringes or is alleged to infringe a third party's intellectual property rights, K-MATIC may, at its sole option and expense, either (a) procure for You the right to continue using the Software; (b) replace the infringing Software or part thereof with functionally equivalent software; or (c) terminate this EULA and the Licence, and refund to You the Licence Fee or balance thereof relating to the whole or the infringing part of the Software. This Clause 7.1 sets forth K-MATIC's sole liability and Your sole and exclusive remedy in respect of any actual or alleged infringement of third party intellectual property rights arising out of any use of the Software.

## 8 Audit and Data Usage Rights

- 8.1 K-MATIC and its Authorised Distributors may at any time conduct, or appoint an external auditor to audit Your compliance with the terms of this EULA ("**Audit**"). K-MATIC shall provide no less than five (5) days' advance notice of such Audit, except where the Audit is conducted electronically in accordance with Clause 8.3 below.
- 8.2 In connection with the Audit, You shall grant K-MATIC, its Authorised Distributor or an appointed external auditor reasonable assistance and cooperation and such access to premises, systems and materials as necessary to determine Your and the Authorised Affiliates' and Professional Consultants' compliance with this EULA.
- 8.3 Without prejudice to the foregoing, the Audit may also be conducted electronically utilizing the audit functionality of the Software, designed to enable K-MATIC to automatically monitor that the use of the Software complies with the terms of the Licence, and to detect and notify K-MATIC of installations and use of unlicensed or otherwise infringing copies of the Software. You also acknowledge that the Software automatically provides K-MATIC with data regarding your installation and use of the Software. You expressly agree and consent to such monitoring, reporting and provision of your data to K-MATIC. For the avoidance of doubt, such data obtained by K-MATIC shall remain subject to provisions of clauses 14.1 and 14.6.
- 8.4 If the Audit results determine that You or an Authorised Affiliate or a Professional Consultant, as applicable, are not in compliance with the terms of the Licence, You shall immediately remedy such non-compliance, whether through purchase and payment for additional Licences, or otherwise, and, without prejudice to any rights or remedies that may be available to K-MATIC, compensate K-MATIC for reasonable costs of the Audit.
- 8.5 You shall keep and require that any Authorised Affiliates and Professional Consultants keep, accurate accounts, documents and records in sufficient detail to enable K-MATIC to effectively exercise its rights under this Clause 8.
- 8.6 Notwithstanding anything to the contrary herein, You agree that K-MATIC and its affiliates may use, process, manipulate, modify, copy and compile to be able to create derivative works from your data and any other data related to the Software use, including, but not limited to, using such data for any of K-MATIC's internal business purposes, and for the improvement of the Software, and/or the development of other products or service capabilities. You hereby acknowledge and agree that K-MATIC and its affiliates may disclose to third parties aggregate data derived from your data or from any other data related to the Software use, so long as such aggregate data is not personally identifiable with respect to You. Further, all usage data, and other data that does not identify You and any data that is derived from your data, reports, derivative works, compilations, modifications and other materials created by K-MATIC from or with use of such data will be, in each case, the sole and exclusive property of K-MATIC; and You hereby assign all title and interest, if any, in and to such items to K-MATIC without any fees and without rights to future royalties.

## 9 Training and Use Requirements

- 9.1 You shall ensure that the Users of the Software are adequately trained in such use. Provision of training by K-MATIC, if any, shall be separately agreed.
- 9.2 You shall (a) ensure that the persons operating or supervising the operation of the Software are adequately qualified for their tasks; and (b) verify and test that the results of any calculations including, without limitation, any and all items designed by use of the Software and data processing carried out by the Software are correct and accurate, and that they are verified as correct by an appropriately qualified person or, where appropriate, a qualified civil/structural engineer.

## 10 Limited Warranty and Warranty Disclaimer

- 10.1 K-MATIC warrants that the media on which the Software is provided is free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery. K-MATIC shall, at its option, replace or remedy any defective media on which the Software is provided free of charge, provided that You shall notify K-MATIC of such defect in writing during the thirty (30) day period.
- 10.2 K-MATIC warrants that the Software will operate in substantial conformity with its applicable Documentation for the duration of the applicable Licence Term ("**Warranty Period**"). K-MATIC does not warrant that Customer's use of the Service will be uninterrupted or error-free, nor does K-MATIC warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss. Your sole and exclusive remedy and the sole liability of K-MATIC and its suppliers for any breach of this warranty shall be, at K-MATIC's option and at no charge to the Customer, for K-MATIC to use commercially reasonable efforts to repair the Error (by providing You with instructions to bypass the Error or a maintenance release), to replace the Software, or terminate the applicable Licence and refund any Licence Fees that have been pre-paid for the terminated portion of the Licence for the relevant Software. The aforesaid limited warranty is provided to You on the condition that You notify K-MATIC in writing of the Error during the Warranty Period and upon request provide K-MATIC with proof of purchase or product registration from an Authorised Distributor. The foregoing limited warranty shall not apply to, and K-MATIC shall not be liable for any Errors caused by or resulting from (i) Equipment, (ii) non-compliance with use requirements set forth in the Documentation or other incorrect use of the Software, (iii) any modification of Software by You or any third party, and (iv) any other acts or omission by You or a third party. Additionally, the foregoing limited warranty shall not apply to any Licence provided on a no-charge or evaluation basis.
- 10.3 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 10.2, THE SOFTWARE IS PROVIDED "AS IS". NEITHER K-MATIC NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES IN RELATION TO THE SOFTWARE OR THE DOCUMENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. IN PARTICULAR, K-MATIC DOES NOT WARRANT THAT THE SOFTWARE WILL: (A) BE SUITABLE FOR THE USE INTENDED BY YOU; (B) OPERATE IN AN UNINTERRUPTED OR ERROR FREE MANNER, OR THAT K-MATIC OR ANY THIRD PARTY WILL CORRECT ANY ERRORS OR RESOLVE ANY SUPPORT REQUESTS RELATING TO THE SOFTWARE; (C) INTERACT WITH SOFTWARE PRODUCTS OTHER THAN THOSE SPECIFIED IN THE DOCUMENTATION; OR (D) OPERATE WITH HARDWARE OR HARDWARE CONFIGURATIONS OTHER THAN MEETING THE MINIMUM REQUIREMENTS SET FORTH IN THE DOCUMENTATION.

## 11 Limitation of Liability

- 11.1 NEITHER K-MATIC NOR ITS SUPPLIERS SHALL BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER K-MATIC NOR ITS SUPPLIERS SHALL BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM NUCLEAR, SPACE OR AVIATION ACTIVITIES. FURTHERMORE, K-MATIC SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH APPLICATIONS DEVELOPED BY YOU OR YOUR AUTHORISED AFFILIATES OR PROFESSIONAL CONSULTANTS.
- 11.2 MAXIMUM MONETARY LIABILITY OF K-MATIC UNDER THIS EULA SHALL BE LIMITED TO, AND SHALL NOT EXCEED, AN AMOUNT CORRESPONDING TO THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU TO K-MATIC OR TO THE RESELLER DURING THE PRIOR TWELVE (12) MONTHS UNDER APPLICABLE

ORDER .

11.3 THIS CLAUSE 11 SHALL SURVIVE THE EXPIRY OR TERMINATION OF THIS EULA FOR ANY REASON.

## 12 Term and Termination

12.1 Your Licence under this EULA becomes effective upon Your acceptance of this EULA and Your payment of the Licence Fees. This EULA and the Licence granted hereunder shall remain in force until the expiry of the Licence Term, unless terminated earlier in accordance with this Clause 12.

12.2 Concerning Subscription Licence(s) (as specified under Clause 4.5) and Maintenance Services (as specified under clause 5.3) either Party may terminate the Agreement or any Order Form for convenience by giving the other Party a written notice of termination at least thirty (30) days prior to expiration of the then-current Term.

12.3 If Your payment of the fees is overdue and not paid at the latest within a time period indicated in the payment reminder and/or the invoice, in addition to any of its other rights, K-MATIC or Your Authorised Distributor (as applicable) has the right to terminate the Agreement or the applicable Order Form, with written notice of termination with immediate effect.

12.4 If K-MATIC updates or changes the terms of the EULA, You have the right to terminate the Agreement with written notice of termination, effective on the day when the updates or changes become effective.

12.5 Either Party may terminate with immediate effect this EULA and the Licence granted hereunder if:

- a) the other Party is in material breach of any of its obligations and fails to remedy the same within thirty (30) days of written notice requiring such remedy; or
- b) if the other Party (i) goes into liquidation, or (ii) any proceeding is instituted seeking to adjudicate the other Party as bankrupt or insolvent, or (iii) has a receiver appointed in respect of any of its assets, or, (iv) in case the other Party is a partnership, if any of the partners in the partnership is adjudicated bankrupt or executes an assignment for the benefit of his/its or their creditors or otherwise compounded with his/its or their creditors, or (v) becomes subject to any similar act or process in any other jurisdiction, or (vi) becomes generally unable to pay its debts as and when they fall due.

12.6 Unauthorized use of the Software in breach of this EULA shall always be deemed to constitute a material breach and shall entitle K-MATIC to terminate this EULA and the Licence granted hereunder with written notice of termination with immediate effect.

12.7 There shall be no refund of any deposit or fees by K-MATIC to You and/or Your Authorised Affiliates upon or as a result of the termination of the Agreement, except as set out under Clause 7.1.

12.8 Termination of this EULA shall be without prejudice to a Party's accrued rights or other remedies available to a Party. Following termination of this EULA, You shall forthwith return to K-MATIC the Software and all copies thereof, or delete the same and certify such deletion to K-MATIC in writing.

12.9 Termination of this EULA shall not affect the validity of any provision of this EULA that expressly or by implication is intended to continue in force after such termination.

## 13 DATA PROTECTION

13.1 This section 13 applies if You are a legal person. All applicable laws, rules, and regulations relating to the protection of privacy and data protection are referred to as "Data Protection Legislation". "Personal Information" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by You, or (ii) automatically collected through K-MATIC's service on Your behalf. "Applicable", in this context, means the Data Protection Legislation applicable to You at Your principal place of business or to K-MATIC at K-MATIC's principal place of business, and such laws that Customer notifies K-MATIC in writing of that apply to the parties.

- a) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 13.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- b) The parties acknowledge that: (i) when performing its obligations under this Agreement, K-MATIC processes Personal Information on Your behalf and (ii) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Your principal place of business is located in order to provide the SaaS and K-MATIC's other obligations under this Agreement.
- c) Without prejudice to the generality of Section 13.1 a), You will ensure that it has all necessary appropriate consents and notices in place (i) to enable lawful transfer of the personal information to K-MATIC for the duration and purposes of the Agreement and (ii) to enable K-MATIC to lawfully use, process and transfer the Personal



Information in accordance with this Agreement, including on Your behalf.

- d) If the processing of Personal Information by K-MATIC is subject to the General Data Protection Regulation((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the request of Customer, then the parties will execute an applicable data processing addendum.

## 14 General

- 14.1 Each Party undertakes to the other Party to keep confidential all Confidential Information that it has obtained or received as a result of entering into this EULA, and not to disclose such Confidential Information except on a strictly need-to-know basis to its employees, agents and subcontractors and those of Authorised Affiliates and Professional Consultants. The foregoing obligation shall not apply in respect of Confidential Information that is:
- a) already in the possession of a Party other than as a result of a breach of this Clause 14.1; or
  - b) in the public domain other than as a result of a breach of this Clause 14.1.
- 14.2 Notwithstanding the foregoing, either Party shall be entitled to disclose Confidential Information, where such disclosure is required pursuant to law, decree or order issued by competent authorities, or juridical order provided that such Party shall (i) only disclose such portion of the Confidential Information that is so required, (ii) inform the recipient of the Confidential Information that the information released is confidential and, where applicable, use its reasonable endeavors to ensure that the information is kept confidential by such recipient, and (iii) promptly notify the other Party of such release of Confidential Information, specifying the information disclosed, the recipient of the information, and the circumstances giving rise to the duty to disclose it.
- 14.3 Each Party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 14.1 by its employees, agents and subcontractors, and in case of You, also those of Your Affiliates or Professional Consultants.
- 14.4 K-MATIC may use the services of subcontractors and permit them to exercise the rights granted to K-MATIC in order to provide the Software or related services, provided that K-MATIC remains responsible for compliance of any such subcontractor with the terms of this EULA.
- 14.5 The Software, the Documentation, or parts thereof may be subject to embargo and export control restrictions. You shall comply with all applicable embargo and export control laws and regulations and in particular those of the United States and European Union, in force from time to time.
- 14.6 K-MATIC's privacy notice is published at <https://www.korecgroup.com/privacy-policy/> and incorporated herein by this reference. You expressly agree and consent to such processing of personal data by K-MATIC.
- 14.7 This EULA is interpreted, construed and governed exclusively in accordance with the laws of England.
- 14.8 If any provision of this EULA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of this EULA and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision referred to above with a valid or enforceable provision which achieves the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. If the Parties are unable to agree upon substitute provision(s) referred to above, and the invalid or unenforceable provision(s) deprive(s) either Party from a substantial benefit originally envisaged by it, the affected Party has the right to terminate this EULA in writing with immediate effect.
- 14.9 Without prejudice to Your right to allow Your Authorised Affiliates or a Professional Consultants to use the Software within the applicable Licence Parameters, this EULA or any of Your rights and obligations hereunder are not capable of assignment, transfer, licence or sublicense.
- 14.10 Neither Party shall be liable to the other for any delay or failure to perform any obligation under this EULA (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the entry into force of this EULA and which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, insurrection, riot, fire, explosion, natural disaster, failure or diminishment of power or telecommunications or data networks or services, denial-of-service attack, embargo or refusal of a licence by a government agency (an "event of force majeure"). In an event of force majeure, the other Party shall be notified without delay of its occurrence and estimated duration. If the performance of the EULA is delayed by more than three (3) months as a result of an event of force majeure, a Party may terminate the EULA by notifying the other Party in writing thereof.
- 14.11 The waiver by either Party of a breach or default of any of the provisions of this EULA shall not be construed as a waiver of any subsequent breach or default in respect of such provisions, nor shall any delay or omission on

the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

- 14.12 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by pre-paid post, by fax, or other electronic means to the address of the receiving Party, and any such notice or other document shall be deemed to have been served, if delivered by courier, at the time of delivery, or, if sent by mail, two (2) days after dispatch. Any notice or other document sent by fax transmission or other electronic means is deemed delivered upon receipt by the sender of an electronic acknowledgment.

END OF TERMS "K-MATIC-EULA-2022.1",