

K-MATIC END-USER LICENCE AGREEMENT FOR K-MATIC SOFTWARE PRODUCTS
(ref. - KM-EULA-2024.01)

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. UNAUTHORISED 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.

THIS EULA INCORPORATES BY REFERENCE ANY ORDER FORM BETWEEN YOU AND K-MATIC OR ITS AUTHORISED DISTRIBUTOR, AND ANY TERMS IN ANY DOCUMENTATION (TOGETHER, THE “**AGREEMENT**”) AND IF THE TERMS OF ANY SUCH ORDER FORM OR DOCUMENTATION CONFLICT WITH THE TERMS OF THIS EULA, THE TERMS OF THIS EULA SHALL PREVAIL.

THE TERMS OF THIS AGREEMENT SHALL CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU (DEFINED BELOW) AND K-MATIC (DEFINED BELOW) OR (AS THE CASE MAY BE) K-MATIC’S AUTHORISED DISTRIBUTOR (DEFINED BELOW).

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

BY PLACING AN ORDER OR ENTERING INTO AN AGREEMENT INCORPORATING THIS EULA OR BY CLICKING THE “I ACCEPT” BUTTON OR BY DOWNLOADING, INSTALLING, ACCESSING, DEPLOYING USING OR CONTINUING TO USE THE SOFTWARE YOU:

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

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.

“**Authorised Affiliate**” means an Affiliate that is authorised by You to use the Software within the Licence Parameters and is located within the Territory.

“**Authorised Distributor**” shall mean an affiliated company of K-MATIC or an authorised reseller of K-MATIC as listed on K-MATIC’s website and amended from time to time.

“**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**” has the meaning given in section 3(9) of the Data Protection Act 2018, together with any other applicable legislation (including any successor legislation) relating to the processing of personal data such as the General Data Protection Regulation (GDPR).

“Documentation” means user documentation and other documentation (in each case created by or for K-Matic and provided to You by K-Matic or an Authorised Distributor) 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 the Software.

“Initial Term” has the meaning given to it in clause 6.7.

“Invoice Due Date” has the meaning given to it in clause 4.3.

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

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

“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 Subscription Period, as set forth in the Order Form.

“Licence Type” means the type of the Licence granted under this Agreement, as further defined in Clause 6.2.

“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.

“Order Form” means the form containing terms agreed between You and the Software Provider in advance of and in relation to the provision by the Software Provider and use by you of the Software and/or services related to the Software.

“Party” means either You or the Software Provider.

“Professional Consultant” means any third-party consultant that you engage to provide services using the Software, within the Licence Parameters, to you or your Authorised Affiliate including, without limitation, engineering, drafting, or detailing services.

“Reinstatement Fee” has the meaning given to it in Clause 14.10

“Software” means K-MATIC's software product(s) 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.

“Software Provider” means the party licensing the Software to you under this Agreement (being K-MATIC or its Authorised Distributor, as applicable).

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

“Subscription Period” has the meaning given to it in Clause 6.7.

“Termination Date” means the specific date on which this Agreement ends (or is terminated).

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

“User” means You, 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 either on the Equipment or on a hosted portal. For the purposes of this definition, “employees” and “employed by” 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 Licence

- 2.1 In consideration of payment by You of the Licence Fees to the Software Provider and You agreeing to abide by the terms of this Agreement, we grant to You a non-exclusive, non-assignable, non-transferable licence (except to the extent as may be permitted by the Licence Parameters) and non-sublicensable (except to Users, Authorised Affiliates and Professional Consultants) Licence to use the Software and the Documents on the terms of this Agreement.

3 Order Forms and Software Delivery

- 3.1 A separate Order Form, which is entered into between You and the Software Provider shall set out the agreed Licence Parameters, Licence Type, User details, Subscription start date, Software and delivery of the Licence and the agreed delivery of any related services, if applicable. The Order Form 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.
- 3.2 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 the Software Provider.
- 3.3 You shall conduct sufficient testing of the quality of the results and operation of the Software using Your own test data prior to commencing operational use of the Software.

4 Payment

- 4.1 You will remit payment, to the extent applicable, for the Licence Fees to the Software Provider 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 the Software Provider of the full Licence Fee.
- 4.2 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.
- 4.3 You must pay all invoices due in respect of Licence Fees, or maintenance, consultancy or other services under this Agreement to the Software Provider in full, without deduction or withholding (except as required by law) plus all applicable taxes within 30 days of the date of the invoice or as per any specific terms agreed between You and the Software Provider (the “Invoice Due Date”). If You fail to pay an undisputed invoice by the Invoice Due Date, the Software Provider may, without any prejudice to any other rights and remedies available to it, charge You interest at the rate of 4% per annum above the then published rate of Lloyds Bank plc on a daily basis from the date of the invoice until the actual date of payment of the overdue amount, whether before or after judgement.
- 4.4 If payment of the Licence Fees is overdue and not paid at the latest within a time period indicated in the payment reminder and/or the invoice, the Software Provider reserves the right to suspend Your access to Your acquired Software, without liability to You by the Software Provider, until such amounts are paid in full. Where access is suspended, K-MATIC accepts no liability for existing data that may be stored on K-MATIC’s servers.
- 4.5 K-MATIC reserves the right to automatically increase the Licence Fees from time to time upon at least 30 days’ written notice to You. In the case of recurring subscriptions, this increase will apply from the next Renewal Date.

5 Intellectual Property Rights

- 5.1 As between Parties, 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, its personnel, employees, subcontractors or consultants, shall vest or remain vested in K-MATIC or its third party licensors, as applicable, and no such rights shall pass to You.

6 Licence Types and Subscriptions

- 6.1 The Licence Type for Your Licence to the Software, the Subscription Period, and the commercial terms of Your purchase are specified in the Order Form. The Order Form may also specify additional terms and conditions applicable to Your Licence to the Software.
- 6.2 The Licence Type shall be either a Floating Licence or a User Licence (as defined below), as may be specified in the Order Form. If the Licence Type is not specified in the Order Form, the Licence Type shall be a User Licence.
- 6.3 A “**Floating Licence**” means that a User is not required to be identified by a unique user identification, and 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.
- 6.4 A “**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.
- 6.5 Except to the extent otherwise set forth on the Order Form, the Licence Parameters for each of the Licence Types (whether User Licence or Floating Licence) shall be as set out below:
- 6.6 User Licence, Standard
- Use of Software: as specified in the Order Form and/or in the Documentation.
 - Initial 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 Subscription Period) 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.
- 6.7 A Subscription Period shall be as specified in the Order Form. The Subscription Period shall commence on the start date set forth in the Order Form, or on the processing date of the Order Form if no date is specified, 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 subscriptions, and thus the Agreement, shall automatically renew on the date immediately following the expiry of 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 (“Subscription Period” refers to the Initial Term and any renewal period), unless terminated as stated in Clause 14.
- 6.8 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 and volume of data stored 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.
- 6.9 This Agreement 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 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 any Main Release under an updated EULA. Your payment of the Licence Fees and/or renewal of Your subscription(s) – following K-MATIC’s or Your Authorised Distributor’s notice to You 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 14 below.
- 6.10 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.
- 6.11 You shall be entitled to copy Documentation that may be provided to you to the extent reasonably required for the purposes of using the Software in accordance with this Agreement. Any such copy of the Documentation shall in all respects be subject to this EULA.
- 6.12 You shall ensure that any copy of the Documentation made pursuant to Clause 6.11 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.

- 1.1 You shall not, and You shall ensure that Your Authorised Affiliates and Professional Consultants and any User do not:
- a) copy the whole or any part of the Software save to the extent permitted in the Order Form;
 - 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;
 - g) 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;
 - h) 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.

6.13 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.

6.14 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.

6.15 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.

7 Maintenance Services and Other Services

7.1 Unless expressly set out in this EULA, any services you may require from K-MATIC or an Authorised Distributor in relation to the Software, including installation, maintenance and training services, are subject to separate agreement with the relevant Software Provider.

8 Open Source Software

8.1 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.

9 Intellectual Property Infringement

9.1 In the event that Your use of the Software in accordance with this Agreement 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 Agreement 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 9.1 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.

10 Audit and Data Usage Rights

- 10.1 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 Agreement ("**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 10.3 below.
- 10.2 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 Agreement.
- 10.3 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 this Agreement, 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 16.1 and 16.6.
- 10.4 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 this Agreement, 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 or its Authorised Distributor (as applicable) for its reasonable costs of the Audit.
- 10.5 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 10.
- 10.6 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.

11 Training and Use Requirements

- 11.1 You shall ensure that the Users of the Software are adequately trained in such use.
- 11.2 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.

12 Limited Warranty and Warranty Disclaimer

- 12.1 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.
- 12.2 K-MATIC warrants that the Software will operate in substantial conformity with its applicable Documentation for the duration of the applicable Subscription Period ("**Warranty Period**"). K-MATIC does not warrant that Your use of the Service will be uninterrupted or error-free, nor does K-MATIC warrant that it will review Your data for accuracy or that it will preserve or maintain Your 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 You, 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 K-MATIC or 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, or (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.

- 12.3 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 12.2, THE SOFTWARE IS PROVIDED "AS IS". NEITHER K-MATIC NOR ITS SUPPLIERS OR AUTHORISED DISTRIBUTORS 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 EQUIPMENT MEETING THE MINIMUM REQUIREMENTS SET FORTH IN THE DOCUMENTATION.

13 Limitation of Liability

- 13.1 SUBJECT TO CLAUSE 13.3, NEITHER K-MATIC NOR ITS SUPPLIERS OR AUTHORISED DISTRIBUTORS 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 OR AUTHORISED DISTRIBUTORS 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.
- 13.2 SUBJECT TO CLAUSE 13.3, THE MAXIMUM MONETARY LIABILITY OF K-MATIC AND ITS AUTHORISED DISTRIBUTORS UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, AN AMOUNT CORRESPONDING TO THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU TO K-MATIC OR TO AN AUTHORISED DISTRIBUTOR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO YOU NOTIFYING K-MATIC OR ITS AUTHORISED DISTRIBUTOR OF ANY CLAIM.
- 13.3 NOTHING IN THIS AGREEMENT SHALL OPERATE TO LIMIT OR EXCLUDE THE LIABILITY OF ANY PARTY WHICH CANNOT BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW (INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE, OR LIABILITY FOR FRAUD).
- 13.4 THIS CLAUSE 13 SHALL SURVIVE THE EXPIRY OR TERMINATION OF THIS EULA FOR ANY REASON.

14 Term and Termination

- 14.1 This Agreement becomes effective upon the sooner of Your acceptance of this Agreement, the start of the Subscription Term, and any use by You (or your Authorised Affiliate or Professional Consultant) of the Software. This Agreement and the Licence granted hereunder shall remain in force until the expiry of the Subscription Period, unless terminated earlier in accordance with this Clause 14.
- 1.2 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 Initial Term or renewal period.
- 14.2 If Your payment of the Licence 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 its Authorised Distributor (as applicable) has the right to terminate the Agreement or the applicable Order Form, with written notice of termination with immediate effect.
- 14.3 If K-MATIC updates or changes the terms of this Agreement (including any increase to the Licence Fees) it shall give you notice of the same in advance and You have the right to terminate the Agreement with written notice of termination within 30 days from the date when the updates or changes become effective. If no such notice is received within the 30 day period then You will have been deemed to accept the new terms of the updated Agreement.
- 14.4 Either Party may terminate with immediate effect this Agreement 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;
 - b) it is expressly permitted to do so under Clause 16; or
 - c) 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.
- 14.5 Unauthorised 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 Agreement and the Licence granted hereunder with written notice of termination with immediate effect.
- 14.6 There shall be no refund of any deposit or fees by K-MATIC to You and/or Your Authorised Affiliates or Professional Consultants upon or as a result of the termination of the Agreement, except as set out under Clause 9.1.
- 14.7 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.
- 14.8 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.
- 14.9 Following a Termination Date, K-MATIC will endeavour to retain customer data stored in any of its servers for a maximum of three months from that Termination Date without any guarantee. K-MATIC reserves the right to delete all data following this Termination Date (subject to endeavouring to keep it for three months where possible). Should You require copies of this data, then a reasonable charge will be levied, which must be paid prior to transfer of that data. In circumstances where this data is incurring significant storage costs, this three month period will not be maintained. If You wish to agree separate arrangements in advance regarding existing data after any Termination Date then these must be agreed in writing in advance between K-MATIC and You.
- 14.10 Following Termination, You may decide to re-enter a new agreement with K-MATIC or its Authorised Distributor after the Termination Date. If this new agreement is anything other than a brand new purchase of Software (including if it in any way involves reinstatement of previous settings or existing data), then a Reinstatement Fee, as specified by K-MATIC or its Authorised Distributor will be payable on top of any new Licence Fees. Such Reinstatement Fee will be a sum equal to 50% of the new Licence Fee charges unless otherwise agreed between You and K-MATIC or its Authorised Distributor, as the case may be.

15 DATA PROTECTION

- 15.1 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 or its Authorised Distributor (as applicable) in writing that apply to the parties.
- a) Each Party will comply with all requirements of the applicable Data Protection Legislation that apply to it. This Clause 15.1 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 Clause 15.1 a), You will ensure that You have 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), the UK GDPR, or the Data Protection Act 2018 of the United Kingdom, then, in addition, at either Party's request the Parties shall execute an applicable data processing addendum.

16 General

- 16.1 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 16.1; or
 - b) in the public domain other than as a result of a breach of this Clause 16.1.
- 16.2 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 judicial 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) to the extent permitted by law, 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.
- 16.3 Each Party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 16.1 by its employees, agents and subcontractors, and in case of You, also those of Your Affiliates and Professional Consultants.
- 16.4 K-MATIC may, at its discretion, use the services of subcontractors and permit them to exercise the rights granted to or perform the obligations of K-MATIC in order to provide the Software or related services under this Agreement, provided that K-MATIC remains responsible for compliance of any such subcontractor with the terms of this EULA.
- 16.5 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, United Kingdom and European Union, in force from time to time.
- 16.6 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.
- 16.7 This Agreement is interpreted, construed and governed exclusively in accordance with the laws of England. The courts of England and Wales will have exclusive jurisdiction over any dispute arising from this EULA.
- 16.8 If any provision of this Agreement 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 Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt in good faith 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 Agreement in writing with immediate effect.
- 16.9 Without prejudice to Your right to allow Your Authorised Affiliates or a Professional Consultant 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.
- Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Licence Fees or Reinstatement 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 Party affected by such event shall notify the other Party as soon as reasonably possible of its occurrence and estimated duration and the time for performance of such obligations shall be extended accordingly. If the performance of obligations under this Agreement is delayed by more than three (3) months as a result of an event of force majeure, the Party not affected by the force majeure event may terminate the EULA by notifying the other Party in writing.
- 16.10 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.

16.11 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by pre-paid post or email 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 email is deemed delivered upon receipt by the sender of a delivery receipt.

16.12 Save that K-MATIC and its Affiliates shall at all times be entitled to enforce any term of this Agreement (if entered into between You and an Authorised Distributor) which benefits K-MATIC, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

END OF TERMS "K-MATIC- KM-EULA-2024.01",