

## **RetroAuth Software License Terms and Conditions**

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These License Terms and Conditions set forth the terms and conditions under which RetroAuth licenses the Software specified on the License Order to the designated Customer and govern the provision of related Services by RetroAuth to the Customer (hereinafter, the "**Agreement**").

**1. Definitions.** Unless otherwise defined, capitalized terms shall have the meanings ascribed below:

- a. "**Application Data**" or "**Data**" means all data, regardless of format or owner, incorporated or provided by Customer to RetroAuth or identified to be incorporated to the Software, or in any other manner sent or transferred by Customer or on its behalf to RetroAuth or processed by Customer.
- b. "**Customer App/s**" means the platform/s or computer program/s of the Customer on which the Software functionalities are run.
- c. "**Documentation**" means any technical and other user written information prepared and owned by RetroAuth that accompanies computer software or is embedded in the source code explaining how the software operates or how to use it.
- d. "**License Order**": document accepted by both parties, attached hereto or via web form or otherwise exchanged between the Parties, setting out the scope, price and other particulars of the Agreement.
- e. "**Private Instance**" means a private cloud infrastructure service contracted by RetroAuth for installing and running the Software for Customer, and made available to Customer through remote access in a separate instance.
- f. "**Products**" means Software and Documentation, the output resulting from the execution of the Software, and any related update or upgrade of them.
- g. "**Server**" means the computer system that hosts the Software, that will be generally referred to the Customer's own computer systems.
- h. "**Services**" means support and maintenance services on the Software.
- i. "**Software**" RetroAuth's proprietary technology platform identified in the License Order and licensed to the Customer for installation and use on-premise or in Private Instance.

**2. License and Scope.** Subject to Customer's compliance with the terms of this Agreement, RetroAuth grants to Customer, during each License Order term, a worldwide a non-exclusive, non-transferable license, without a right of sublicense, to install and use the Software, only in machine readable object format, and to access and use the Documentation and any associated data and information listed on the License Order, solely for the Customer's own internal business purposes, including the purpose of debugging, monitoring, developing and operating the Customer App, and to include features of the Software in Customer Apps and distribute these Apps to End Users.

Customer may not (and may not permit any third party to): (i) modify, incorporate or use in any other works, translate, reverse engineer (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), decompile, disassemble, otherwise attempt to derive source code from or create derivative works based on the Software or Documentation; (ii) make unauthorized copies of the Software or Documentation; (iii) disclose, distribute, transfer or market the Software or Documentation to third parties; (iv) remove or modify any proprietary notices, labels or marks on or in any copy of the Products; (v) distribute, sell, sublicense, rent, lease or use the Software or Documentation (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties; (vi) use the Software or Documentation or reports generated by the Software for providing services to third parties; or (vii) otherwise use the Software or Documentation other than as permitted herein. Notwithstanding anything to the contrary in this Agreement, Customer may allow a third party to use the Software or Documentation for Customer's own internal business purposes, provided that such party is subject to the license terms and restrictions on use of the Software or Documentation and the confidentiality provisions set forth in this Agreement. Customer shall be responsible for the acts or omissions of such parties as if such acts or omissions were committed by the Customer.

3. **Provisioning.** Upon acceptance of this Agreement, the Software will be provisioned by RetroAuth within 2 business days of the date of the relevant License Order, unless otherwise specified. Upon execution of this Agreement, RetroAuth shall furnish Customer one (1) full set of Documentation. Customer may duplicate the Documentation associated with the Software for internal use only, provided all proprietary markings and legends are retained on the duplicated copies. The Documentation and all copies thereof shall remain the sole property of RetroAuth. Customer will be responsible for obtaining and installing all proper hardware and support software (including operating systems) and for proper installation of Software.
4. **Customer's Obligations.** Customer is responsible for all and any activity carried out through use of Software and Services and all Data introduced and otherwise processed in the Service, and must comply with the provisions of this Agreement, all third-party rights, and all applicable local, state-wide, national or international laws, treaties and regulations related to the use of the Service, including without limitation uses related with data privacy, international communications and transmission of technical or personal data.
5. **Services.** RetroAuth will provide Customer with the functional and security bug fixes, minor enhancements and improvements to the Software published under the same major version number, for at least two (2) years since the launch of the major version number. Subsequent major versions of the Software of are not included in this license. RetroAuth will attempt to correct any material errors or malfunctions or other nonconformities in the Software for the maintenance term and in accordance with the level of technical support on an 8x5 basis, unless otherwise indicated in the License Order. If Customer notifies RetroAuth of an error or malfunction which, after investigation by RetroAuth or Customer, is determined to have been caused by computer malfunction, or by a change not made by RetroAuth, or by incorrect data or procedures used by the Customer, RetroAuth may charge Customer, at rates to be agreed between the parties, for all services rendered by RetroAuth in remedying such non conformity. Customer agrees to provide details sufficient to diagnose or reproduce said failure in its requests for support.
6. **Acceptance of Services.** Subject to the foregoing section, Customer will have a period of five working days in order to test the results of the Services provided by RetroAuth (the "Results") and issue

remarks regarding any material errors or malfunctions or other nonconformities as pertinent to RetroAuth. If following the five days period the Customer does not send any remark to RetroAuth, it will be deemed that the Service provision is considered as definitively accepted as of the delivery date without any further claim being eligible, including any refund of amounts already paid or amounts due and payable by the Client to RetroAuth related to the accepted Services.

7. **Term.** Each License Order is effective as of its Effective Date and will remain in effect for the period set out in the License Order unless terminated early in accordance with clause 9. To renew the License Order a new proposal and confirmation will be required.
8. **Termination.** Customer may terminate this Agreement and stop using the Software at any time and for any or no reason. Upon such termination, Customer will not be entitled to receive (and RetroAuth has no obligation to provide) any refund of or credit for any fees paid prior to such termination. Either party may also immediately terminate this Agreement if the other party is in material, persistent or continuing breach of any of its obligations under the terms of this Agreement and, where such breach is remediable, fails to remedy such breach within thirty (30) days of written notice. Any fees due by the Customer to RetroAuth at the date of termination shall not be affected by termination.

Upon the termination of this Agreement, Customer shall immediately return or, if instructed by RetroAuth, destroy all copies of the Software in its possession or control. Customer no longer has any of the rights granted herein. The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement and any liabilities that have accrued prior to termination or expiration will survive any such expiration or termination, and each party will retain any and all rights that it may have under applicable law, including but not limited to the provisions regarding Intellectual Property, Limitation of Liability and Confidentiality.

9. **Payment and pricing terms.** Customer shall pay RetroAuth the fees set out in the License Order in the manner provided therein. All fees are non-refundable once paid except, in case of RetroAuth's material breach of this Agreement, and are subject to change. Fees will be paid in advance, prior to the Effective Date set out in the License Order.

Unless otherwise provided for in the License Order, the license fee includes support Services for three (3) months. After that, Customer may retain the Software and continue using it without support Services, or purchase support Services separately.

10. **Ownership.** Except for the limited rights expressly granted herein, neither party transfers to the other party any rights or interest in any Service or Software nor any Application Data, and all right, title and interest in and to the same including any intellectual property rights therein, remains the sole property of the respective owner. The Software includes open source components, which are licensed for use and distribution by RetroAuth under applicable open source licenses. Use of these open source components listed below is governed by and subject to the terms and conditions of the applicable open source licenses. The terms of the open source components licenses if any prevail over these Agreement with respect to the use of those components only. See Documentation for full list.
11. **Data Protection.** The Software allows the Customer to create its database, which belongs to and are the sole responsibility of the Customer. The Customer will be the one considered controller of the personal data incorporated in the Licensed Product. RetroAuth will not process personal data on behalf of the Customer.

The signatories and contact persons of each party are informed that their data will be processed by the other party for the management and execution of this Agreement. They may exercise their rights of

access, rectification, deletion, limitation, opposition and portability by sending a request to the addresses of the respective party, as well as to file a complaint with the supervisory authority. The Parties shall not communicate these data to any third party, except with the prior authorization of the interested party or to the extent necessary for the execution of the Agreement. The parties will keep these data of the signatories and the employees while the present Agreement is in force and, in any case, until the prescription of responsibilities generated by this relationship.

**12. Confidentiality.** Each Party may supply to the other confidential information, including prices, business plans, customer data, financial data and any other information, in any form or medium, that the Party designates as confidential or which reasonable party would understand to be confidential under the circumstances. The confidential information will be kept confidential by the receiving Party using the same standard of care that the receiving party uses to protect its own information of a similar nature and will not be used by the receiving party outside the scope of this Agreement. Confidential information does not include information that: (i) is known to the receiving party prior to its receipt from the disclosing Party by means that are not in violation hereof; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving Party from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes known and generally available to the public or otherwise ceases to be confidential, except through a breach of this agreement by the receiving party; (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing party, or (v) is required to be disclosed by subpoena, law, regulation, or court order. Each Party agrees that it will not use in any way, for its own account or the account of any third-party, except as expressly permitted by, or to the limited extent required to achieve the purposes of, this agreement, nor disclose to any third-party, any Confidential Information of the other Party. The parties agree the confidential information shall remain the property of the original owner. Upon notice from the disclosing party and at termination, the receiving Party will return to the disclosing party any requested confidential information. Any information not returned will remain subject to this provision.

**13. Service Levels.** RetroAuth will provide standard technical Support for the Software and Service at **no** additional charge eight (8) hours per day, five (5) days per week, from 9am to 5pm UTC excluding weekends.

Standard Support is only offered via web-based ticketing, and Support requests must be initiated from a User with which RetroAuth's Support team can interact. RetroAuth does not guarantee a response time, unless otherwise indicated in the License Order.

RetroAuth will use reasonable efforts to correct any material, reproducible errors in the Software of which Customer notifies RetroAuth. However, RetroAuth will not be responsible for providing Support where (i) someone (other than RetroAuth) modifies the Software; (ii) Customer changes its operating system or environment in a way that adversely affects the Software or its performance; (iii) Customer uses the Software in a manner other than as authorized under this Agreement or the Documentation; or (iv) there is negligence or misuse by Customer of the Software.

**14. Warranties and disclaimers.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and the Agreement does not breach any current legal or contractual obligation of that party. Most particularly, Customer represents and warrants that it is not (i) a person or entity subject to EU restrictive measures; (ii) an entity that is more than 50% owned by a person or entity subject to EU restrictive measures; (iii) an entity controlled by a person or entity subject to EU restrictive measures; and (iv) a person or entity that has a connection with the Islamic

Revolutionary Guard Corps (IRGC).

RetroAuth warrants that during the duration of the Services, the Software will conform in all material respects to the Documentation supplied to Customer. This warranty shall not apply if (i) an item of Software was not used in accordance with RetroAuth's instruction; (ii) an item of Software shall have been altered, modified or converted by Customer without RetroAuth's written approval; or (iii) any of Customer's equipment shall malfunction causing the defect in Software. RetroAuth also warrants that the Software provided by it in accordance with these Agreement, provided Customer's compliance, will not violate any applicable law, rule or regulation, breach an agreement with, or infringe the copyright or other intellectual property rights of, a third party. Except as expressly indicated, the Software and Services are provided "AS IS" and Customer's use of the Software is at Customer's sole risk. EXCEPT AS EXPRESSLY SET OUT HERE, OR REQUIRED BY APPLICABLE LAW, RetroAuth DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. RetroAuth DOES NOT WARRANT THAT USE OF THE SOFTWARE OR PROVISION OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AT ALL TIMES.

15. **Limitation of liability.** Unless otherwise stated, to the maximum extent permitted by applicable law, neither party shall be liable or responsible to the other for any indirect or consequential damages, including, but not limited to, lost revenue, lost profits, loss of data or business information, whether arising under contract, tort (including negligence), strict liability or otherwise.

RetroAuth is not liable for any Customer use of the Software, third party services contracted by Customer, or any other services that breach third party rights or applicable law. Nothing herein constitutes a waiver of any unpaid or past due amounts owed by Customer for license commitments and/or services rendered. Without limiting the foregoing, unless otherwise stated, RetroAuth's liability under this Agreement shall be limited to the direct damages and shall not exceed an amount equal to the license fee paid by Customer for the Software. This does not include cases of liability stemming from willful misconduct or malicious intent on the part of staff working for RetroAuth.

16. **Indemnification.** Both Parties agree to indemnify and defend each other and its officers, employees and agents against any claims (including administrative or third-party actions), liabilities, direct damages, reasonable costs and expenses, including reasonable attorneys' fees, relating to or arising from breach by Customer of this Agreement.

If Customer's use of the Software, or any Application Data submitted to the Software, harms any person, violates any law, or infringes any Intellectual Property Rights, trade secrets or other third party rights, Customer shall defend, indemnify and hold RetroAuth harmless from any costs, direct damages and/or reasonable attorney's fees suffered by RetroAuth as a result. RetroAuth will give Customer prompt notice if such claims arise. Customer will have sole control over Customer's defence and over any settlements provided the latter is not prejudicial to RetroAuth, in which case Customer shall ask for RetroAuth's consent, which shall not be unreasonably withheld or delayed.

## 17. Miscellaneous

- a. **Independent Contractors.** RetroAuth and Customer are independent contractors and this agreement does not establish any relationship of partnership, joint venture, or agency between RetroAuth and Customer.
- b. **Assignment.** The Parties shall not, without the other party's prior written consent, assign, sublicense, or otherwise dispose of the whole or any part of this Agreement, except that the Agreement may be

assigned to any member of the Parties' corporate group in the event of corporate reorganization.

- c. **Amendment.** No amendment to this Agreement will be valid unless set forth in a mutually signed written agreement by the Parties.
- d. **No Waiver.** Neither party's waiver of the breach of any provision shall constitute a waiver of that provision in that or any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by both Parties.
- e. **Notice.** Any notice or other formal communication required to be given hereunder ("Notice") shall be in writing, signed by or on behalf of the Party giving it and may be served by electronic or postal mailing to the contact address and for the attention of the relevant party whose details are set out in the License Order (or as otherwise notified from time to time).
- f. **Governing Law.** This Agreement will be governed by and in accordance with the applicable laws of Germany, without regard to any conflict of laws, rules or principles.
- g. **Jurisdiction.** In the event that a dispute arises with respect to the terms of this Agreement, the Parties agree that the exclusive and sole venue for resolution shall be a court of competent jurisdiction in Stuttgart, Germany; except that RetroAuth may take action in the courts of the domicile of Customer for recovery of payment of Fees.
- h. **Entire Agreement.** This Agreement, along with the applicable License Order, and any exhibit shall constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Should there be any conflict between the Terms and Conditions and the provisions of any License Order, the License Order shall prevail.
- i. **Severability.** If any of these provisions is/are held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect.
- j. **Force Majeure.** Neither party will be liable for any failure or delay due to any cause beyond its reasonable control, including but not limited to acts of war, acts of God, terrorism, earthquake, flood, riot, sabotage, labor shortage or dispute, utility outage, governmental act or failure of the Internet connectivity that in each event are not resulting from the actions or omissions of RetroAuth or Customer. In any such event, the delayed Party: (a) gives prompt notice of such cause, and (b) uses its commercially reasonable efforts to promptly correct such failure or delay.
- k. **No Third Parties.** This Agreement is made for the benefit of RetroAuth and Customer, and not for the benefit of any other third Parties.
- l. **Marketing.** Neither party may use the other party's name, logo, trade name, trademarks and icons (collectively, the "Brands") without prior written agreement.