

TERMS AND CONDITIONS

These Terms and Conditions form part of the Agreement between Snowboard Software GmbH and the Licensee.

WHEREAS:

- (A) Snowboard Software GmbH is the entire legal and beneficial owner of the Software and is willing to license the use of the Software.
- (B) The Licensee wishes to obtain a license to use the Software. This can be a free license issued automatically by installing the Software.
- (C) Snowboard Software GmbH wishes to enter an arrangement to license the use of the Software (defined below) to the Licensee, on the terms and conditions set out in this Agreement.

The parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means, with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual which: (a) is owned or controlled by such party, in whole or in part; (b) owns or controls such party, in whole or in part; or (c) is under common ownership or control with such party, in whole or in part.

“**Agreement**” means this license agreement, including all and any Orders and any properly executed variations or addenda.

“**Charges**” means those charges and fees for the Software set out in the Order to this Agreement;

“**Confidential Information**” means information which:

- (a) is designated in writing as confidential;
- (b) the receiving party knows or reasonably ought to know is confidential due to the nature of the information or the circumstances of disclosure;
- (c) is comprised in or relating to a party's Intellectual Property Rights.

“**Effective Date**” is the date at which the Agreement between the parties is effective.

“**Intellectual Property Rights**” means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any

application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

“**Order(s)**” means the schedule(s) that set out details of the licence granted by Snowboard Software GmbH to the Licensee, substantially in the form attached hereto.

“**Snowboard Data Catalog**“ is a Software that provides visibility and control over your data warehouse. Data discovery via an intuitive web interface, ability to search, document and profile data, understand data flows and its life cycle. The product and any available documentation, video or tutorial is distributed electronically from either a download website or email, which will be provided to the Licensee after the acceptance of this Agreement.

“**Licence Scope**” means the scope of the licence granted by Snowboard Software GmbH to the Licensee hereunder, as set out in clause 2 and the Licence Schedule(s).

“**Software**” means the software product provided by Snowboard Software GmbH as set out in the Order in the format set out in the Licence Schedule.

“**Supported Environment**” means a software and hardware environment on which the Supported Technologies have been installed; A Supported Environment, also referred to as a “Workspace”, means the collection of services that altogether form a working environment such as, but not limited to “Production”, “Development” or “System Integration” workspace.

“**Supported Technologies**” means the connectors with which the Software must be used.

“**Support Level**” means Best Effort as defined in the Service Level Agreement.

“**Term**” means the term of this Agreement, as set out in the Order.

“**User**” means, an individual: employee, consultant, contractor or agent of the Licensee, or third party which the Licensee has a business relationship with, who is authorized by the Licensee to use the Software on a Supported Environment and to whom the Licensee has supplied a user identification and password. A user has the right to use the Licensed Software on any computing or communications equipment,

regardless of processing power and the right to read, possess and copy the operating manuals.

In the case of conflict or ambiguity between any provision contained in the body of this license and any provision contained in the Order, the provisions in the body shall take precedence.

2 . LICENSE GRANT

2.1 In consideration of the fee paid by the Licensee, Snowboard Software GmbH grants to Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable license for the Term set out in the Order to install and use the Software on the Supported Technologies strictly in accordance with the Licence Scope set out in the Order and subject to the terms and conditions set out in this Agreement and the Licence Schedule.

2.2 The Licensee may not use the Software other than as specified in the Agreement and the Order, without the prior written consent of Snowboard Software GmbH and the Licensee acknowledges that additional fees may be applicable on any change of use approved by Snowboard Software GmbH. The Licensee may make backup copies of the Software for its lawful use. The Licensee shall record the number and location of all copies and take steps to prevent unauthorised use.

2.3 The Licensee shall not, without the prior written consent of Snowboard Software GmbH;

- **2.3.1** Sub-license, assign or novate the benefit or burden of this license in whole or in part; and
- **2.3.2** Allow the Software to become the subject of any charge, lien or encumbrance; and
- **2.3.3** Deal in any other manner with any or all of its rights and obligations under this Agreement.

2.4 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.5 The Licensee shall ensure that the number of installations of the Software does not exceed the number specified in the Order and shall notify Snowboard Software GmbH immediately if it becomes aware of any unauthorised use of the Software by any person.

2.6 Nothing in this Agreement will serve to transfer from Snowboard Software GmbH to the Licensee ownership of the Software, and save for the limited licence expressly set out herein, all rights, titles and interest in and to the same will remain exclusively with Snowboard Software GmbH.

2.7 The Licensee grants to Snowboard Software GmbH a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free licence to use such information and materials as are provided to Snowboard Software GmbH by the Licensee for the sole purpose of performing its obligations under this Agreement.

2.8 Nothing in this Agreement shall prevent Snowboard Software GmbH from using any know-how, methods, techniques, or procedures owned or developed by Snowboard Software GmbH while complying with its obligations hereunder.

2.9 The Supported Technologies required by the Licensee to enable it to use the Software shall be procured by the Licensee.

2.10 Save as otherwise expressly authorised by this Agreement, the Licensee will not:

- **2.10.1** modify, translate or create derivative works of the Software;
- **2.10.2** decompile, reverse engineer or reverse assemble any portion of the Software or attempt to discover any source code or underlying ideas or algorithms of the Software;
- **2.10.3** sell, assign, sublicense, rent, lease, loan, provide, distribute, share, timeshare, grant a security interest in, use for service bureau purposes, or otherwise transfer all or any portion of the Software, or the Licensee's right and license to use the Software;
- **2.10.4** make, have made, reproduce or copy the Software;
- **2.10.5** remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software;
- **2.10.6** use the Software in any manner not expressly authorised by this Agreement; or
- **2.10.7** cause or permit any other party to do any of the foregoing.

2.11 The Licensee may permit its employees, contractors, or representatives to use the Software in accordance with the Agreement scope, provided that the Licensee takes all necessary steps to procure such employees' compliance with the terms of this Agreement.

2.12 The Licensee will put in place all appropriate technological and other security measures to ensure that the Software is physically and electronically secure from unauthorized use or access.

3. THIRD PARTY SOFTWARE

3.1 The Software may be delivered with other software or code distributed subject to licenses from third-party suppliers (“Third Party Software”). The Licensee accepts and agrees to the terms of such third-party licenses applicable to the Third Party Software and acknowledges that such third-party suppliers disclaim and make no representation or warranty with respect to the Third Party Software or any portion thereof and assume no liability for any claim that may arise with respect to the Third Party Software.

4. LICENSEE OBLIGATIONS

4.1 The Licensee shall install the Software on the Supported Environment and shall use the Software only in connection with such Supported Environment.

4.2 The Licensee shall be responsible for setting its authorised users up with access to the Software, and Snowboard Software GmbH shall have no liability for any inability of the Licensee’s authorised users to access the Software, or for any unauthorised access to the Software.

4.3 The Licensee shall use the Software according to the scope and features described on the ‘Scope of use’ section of this agreement. Snowboard Software GmbH has the right to audit the Licensee anytime during the term of this Agreement. Snowboard Software GmbH may audit the Licensees policies, procedures and records that relate to the usage of the Software under this Agreement to ensure compliance with this Agreement upon at least 10 business days’ notice.

5. SUPPORT AND MAINTENANCE

5.1 Where expressly set out in the Order, Snowboard Software GmbH will provide the Licensee with such support and maintenance as is set out in the Support Schedule.

5.2 Notwithstanding the provision of support or maintenance by Snowboard Software GmbH, or any other terms associated with the provision of the same, Snowboard Software GmbH shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third party application software or any data feeds or external data.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 As between Snowboard Software GmbH and the Licensee and subject to the grants under this Agreement, Snowboard Software GmbH owns all rights, titles and interest in accordance to:

- **6.1.1** the Software (including, but not limited to, any modifications thereto or derivative works thereof);
- **6.1.2** all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared or developed by Snowboard Software GmbH in the course of or resulting from the provision of any services under this Agreement; and
- **6.1.3** any and all Intellectual Property Rights embodied in the foregoing.

6.2 The Licensee acknowledges that all Intellectual Property Rights in the Software and any maintenance releases belong and shall belong to Snowboard Software GmbH, and the Licensee shall have no rights to the Software other than the right to use it, in accordance with the terms of this Agreement.

7. CHARGES

7.1 The Software will be provided for the Charges set out in the applicable Order.

7.2 Invoices rendered by Snowboard Software GmbH to a Licensee shall be paid by each Licensee in full, without discount, deduction, set-off or counterclaim of any kind in accordance with the payment terms set out in the relevant Order or otherwise within **thirty (30) days** of the invoice date.

7.3 Should a Licensee fail to make any payment due under the terms of this Agreement by the due date for payment to Snowboard Software GmbH, then Snowboard Software GmbH shall be entitled without prejudice to any other right or remedy to charge the Licensee interest on the amount outstanding on a daily basis at the rate of five per cent (1%) per annum above the base rate of the European Central Bank from time to time in force, such interest to be calculated from the due date for payment thereof to the date of actual payment.

8. LIMITATION OF LIABILITY

8.1 Snowboard Software GmbH shall not in any circumstances have any liability for any consequential or indirect economic loss or damage.

8.2 Furthermore, Snowboard Software GmbH shall not be liable for any losses or damages which may be suffered by the Licensee (or any other person claiming under or through the Licensee), whether the same are suffered directly or indirectly

or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise, howsoever, which fall within any of the following categories:

- **8.2.1** special damage even if Snowboard Software GmbH was aware of the circumstances in which such special damage could arise;
- **8.2.2** loss of profits;
- **8.2.3** loss of anticipated savings; loss of business opportunity;
- **8.2.4** loss of goodwill;
- **8.2.5** loss or corruption of data.

8.3 Subject to clause 8.6, the total liability of Snowboard Software GmbH, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall not exceed in the aggregate a sum equal to the fee paid or payable as per this Agreement, during the twelve (12) months immediately prior to the event giving rise to this liability; and

8.4 The Licensee agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Snowboard Software GmbH shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

8.5 Notwithstanding anything contained in this Agreement, in no event shall Snowboard Software GmbH be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Software with Licensee computer programs.

8.6 The exclusions and limitations of liability in clauses 8.1 to 8.5 shall apply to the fullest extent permissible at law, but Snowboard Software GmbH does not exclude liability for:

- **8.6.1** death or personal injury caused by the negligence of Snowboard Software GmbH, its officers, employees, contractors or agents;
- **8.6.2** fraud or fraudulent misrepresentation;
- **8.6.3** breach of the obligations implied by section 12 of the Sale of
- **8.6.4** any other liability which may not be excluded or limited by law.

8.7 All dates supplied by Snowboard Software GmbH for the delivery of the Software shall be treated as approximate only. Snowboard Software GmbH shall not in any

circumstances be liable for any loss or damage arising from any reasonable delay in delivery beyond such approximate dates.

8.8 All references to "Snowboard Software GmbH" in this clause 8 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of Snowboard Software GmbH and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

9. CONFIDENTIALITY

9.1 This clause 9 will survive termination of this Agreement.

9.2 Each party shall, during the term of this Agreement and thereafter, keep confidential all Confidential Information, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any Confidential Information, which may become known to such party from the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9.3 Publicity. Licensee may state publicly that it uses the Software. Any identification or use of a party's brand, logo or trademark shall conform with the trademark use guidelines provided by one party to the other. Licensee agrees to participate with Snowboard Software GmbH in publicity events which include the items listed below:

- **9.3.1** Use of Licensee's logo on the Snowboard Software GmbH website and sales presentations
- **9.3.2** Conversations with analysts (subject to separate NDA)
- **9.3.3** Providing a quote in a Snowboard Software GmbH press release
- **9.3.4** Full press release announcing Licensee's engagement with Snowboard Software GmbH
- **9.3.5** Written success story related to Snowboard Software GmbH
- **9.3.6** Video success story related to Snowboard Software GmbH
- **9.3.7** Speaking at Snowboard Software GmbH events and/or webinar
- **9.3.8** Speak to press regarding Snowboard Software GmbH

10. DATA PROTECTION

10.1 The Licensee and Snowboard Software GmbH shall comply with all applicable data protection and privacy laws and regulations in the performance of its obligations set out under these Terms, including the EU General Data Protection Regulation 2016/679 (“GDPR”) (“Data Protection Laws”), in each case including all other successor legislation and regulation thereto.

10.2 Snowboard Software GmbH may collect, store, transfer and process data regarding the Licensee’s authorised use of the Software (“Telemetry Data”), such as but not limited to IP addresses, information about the browser or device, information regarding the usage: for example when it’s used or how often, which function is used or related statistical information, information about the software for example the version or usage history of the Software. In no case does Snowboard Software GmbH collect any information from content or data processed by the user. Telemetry Data collection serves exclusively for statistical purposes and for guiding the development of Snowboard Software GmbH’s products and services. The Licensee may at any time disable the collection of Telemetry Data via the configuration settings of the Software.

11. WARRANTY DISCLAIMER

11.1 To the maximum extent permitted by applicable law, the Licensee acknowledges and agrees that the Software is used by Licensee at Licensee’s sole risk and is provided ‘as is’ without warranty of any kind, either expressed or implied, including, but not limited to, any (if any) implied warranties of merchantable quality, conditions of fitness for a particular purpose and any warranties arising by statute or otherwise in law or from a course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed.

11.2 Snowboard Software GmbH does not guarantee, warrant or make any representation that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. Furthermore, Snowboard Software GmbH does not guarantee, warrant or make any representations regarding the use or the results of the use of the Software in terms of their correctness, accuracy, reliability or otherwise. No oral or written information or advice given by Snowboard Software GmbH or an authorised representative of Snowboard Software GmbH shall create a warranty.

11.3 Snowboard Software GmbH does not warrant that the Software will function in any environment other than on the supported technologies and Snowboard Software

GmbH shall not be liable for any failure by the Licensee to properly install the Software on the Supported Environment.

11.4 The Licensee acknowledges that:

- **11.4.1** The Software has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and
- **11.4.2** it is therefore the responsibility of the Licensee to ensure that the Software meets its own individual requirements.

11.5 All warranties, representations, guarantees, conditions, and terms, other than those expressly set out in this Agreement, whether expressed or implied by statute, common law, trade usage or otherwise and whether written or oral, are hereby expressly fully excluded permissible under applicable law.

12. INDEMNIFICATION

12.1 Snowboard Software GmbH, at its expense and in its sole discretion, shall defend any claim, demand, action or proceeding against a Licensee asserting that the Software licensed to the Licensee pursuant to an Order infringes any Intellectual Property Rights of any third party (each an “Infringement Claim”) and shall pay any final judgments awarded or settlements entered into with such third party, provided that the Licensee gives prompt written notice to Snowboard Software GmbH of any such Infringement Claim, grants Snowboard Software GmbH the full authority to proceed as contemplated herein and uses all reasonable endeavours to mitigate the sums which may be payable by Snowboard Software GmbH hereunder. The foregoing obligations shall not apply to the extent the alleged infringement arises as a result of or is based upon (i) modifications to the Software not performed by Snowboard Software GmbH; or (ii) use or combination of the Software with other programs or data.

12.2 Snowboard Software GmbH shall have the exclusive right to defend at its expense any such Infringement Claim, and to make settlements thereof at its own discretion, and the Licensee may not settle or compromise any such Infringement Claim, except with the prior written consent of Snowboard Software GmbH. The Licensee shall give such assistance and information as Snowboard Software GmbH may reasonably require in connection with the investigation, defense or settlement such Infringement Claims. In the event any such Infringement Claim is brought or threatened, Snowboard Software GmbH may at its sole option and expense:

- **12.2.1** procure for Licensee the right to continue use of the Software or the allegedly infringing part thereof; or
- **12.2.2** modify or amend the Software or the allegedly infringing part thereof, or replace the Software so the Software or part thereof as so modified, amended or replaced has substantially the same or better capabilities as the original Software or part thereof; or
- **12.2.3** if neither of the foregoing solutions is commercially practicable, Snowboard Software GmbH may terminate this Agreement with respect to the allegedly infringing part of the Software and for term licenses Snowboard Software GmbH shall refund the licence fees paid by Licensee which are attributable to any future period for which license fees have been paid in advance but which the Software will not be used. Snowboard Software GmbH will then be released from any further obligation whatsoever to Licensee in connection with the alleged infringing part of the Software.

13. GOVERNING LAW

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Germany.

13.2 The parties irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

14. TERM AND TERMINATION

14.1 This Agreement commences on the Effective Date and shall continue until terminated by either party on the provision of not less than sixty (60) days written notice to the other, save that no such termination shall be effective until all Licence Schedules have expired or have been terminated.

14.2 Snowboard Software GmbH may terminate this Agreement or any Order in the event of any of the following:

- **14.2.1** if the Licensee is in breach of any term of this Agreement and has not corrected such breach to Snowboard Software GmbH's reasonable satisfaction within 15 days of Snowboard Software GmbH's notice of the same; or
- **14.2.2** if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization, or dissolution, or makes an assignment for the benefit of creditors.

14.3 Termination under this clause shall not affect any other rights or remedies Snowboard Software GmbH may have.

14.4 On termination of this Agreement for any reason:

- **14.4.1** Snowboard Software GmbH shall be entitled to be paid all sums due and any additional sums specified in each Licence Schedule; and
- **14.4.2** all licences granted pursuant this Agreement and the Order(s) shall immediately terminate.

14.5 On termination of this Agreement for any reason this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination.

15. ASSIGNMENT

15.1 Licensee shall not assign any rights of this Agreement, without the prior written consent of Snowboard Software GmbH.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17. COUNTERPARTS

17.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute a duplicate original but all the counterparts shall together constitute one Agreement.

18. SEVERANCE

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. WAIVER

19.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. FORCE MAJEURE

20.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Agreement by giving 10 days' written notice to the affected party.

21. NOTICES

21.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- **21.1.1** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (in any other case); and
- **21.1.2** sent by email to **hi@snowboard.software**
- **21.2.3** if sent by email, at 9.00 am on the next Business Day after transmission.

22. ENTIRE AGREEMENT

22.1 This Agreement (including these Terms, the Order and any other Schedules referred to in the Order) contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.