

Software License Agreement (SLA)

This Software License Agreement (“Agreement”) governs the licensing, installation and use of Bolina Software. By downloading and/or installing Bolina Software: (a) you are indicating that you have read and understand this Agreement, and agree to be legally bound by it on behalf of the company, or other entity for which you are acting or, if there is no company on behalf of yourself as an individual; and (b) you represent and warrant that you have the authority to act on behalf of and bind such company, or other entity (if any).

Without limiting the foregoing, you (and your entity, if any) acknowledge that by submitting an order for the Bolina Software, you (and your entity (if any)) have agreed to be bound by this Agreement.

As used in this Agreement, “**Codavel**” refers to Codavel S.A., a Portuguese corporation, with its principal place of business at Rua da Constituição, 346-358, 4200-192 Porto, Portugal; and “**Customer**” refers to the company or other entity on whose behalf you have entered into this Agreement or, if there is no such entity, you as an individual.

To use the Bolina Software, you are required to register and sign in at Codavel. Failure to provide the information requested will result in a failed registration and no access to the Software. If you do not agree to all of the terms and conditions contained in this Agreement, do not use the Bolina Software or access the Private Area of Codavel’s Website in any manner.

1. Terminology and Definitions

Account	Is the primary means for accessing and using the Bolina Materials, subject to payment of a License Fee designated in the selected Plan;
Active User	Bolina is priced by how many unique users connect to a Bolina Server using Bolina protocol, in a month. When you use the Bolina SDK in a mobile application, Bolina SDK generates a unique Bolina ID per user (per application), completely anonymized. Once a user's application makes a Bolina request, this user is considered as active for the remainder of the ongoing month.
Affiliate	With respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).
Authorized Partner	Means the authorized partner that Customer used to acquire the Software.
Auto-Upgrade	By activating this feature, Codavel will charge the corresponding amount when the Customer spent the previously purchased quota of active users per month. If Auto-Update is off, when Customer reaches the quota, any new user will still be able to communicate

via Bolina's SDK, however, all communication will be done via the standard HTTPS protocol.

Bolina Materials	Means the Bolina software packages, software license keys and documentation relating to the foregoing.
Bolina Software	New end-to-end protocol specially designed for wireless communication provided by Codavel. It maintains high speed irrespective of latency and packet loss, being faster than standard protocols.
Claim	Third party alleging that Purchased Software infringes or misappropriates such third party's Intellectual Property Rights.
Confidential Information	Any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party.
Customer	A natural or legal person who has accepted this Agreement with Codavel.
Codavel's Private Area	Is the place where the Customer can find all Bolina related information, such as invoices, documentation, software metrics and analytics (Section 22.7) and support requests.
Delivery	The date of Codavel's initial delivery of the license key for the applicable Software or otherwise making the applicable Software available for download by Customer.
Disabled Materials	Certain materials (including programs, modules or components, functionality, features, documentation, content or other materials) that may be contained in or provided with the Software as part of

the delivery mechanism used by Codavel, but that are disabled or hidden in Customer's setting, because Customer either: (a) does not have the relevant license or license key, or (b) has not paid the applicable Fees, for those materials.

Enhancements Any updates, upgrades, releases, fixes, enhancements or modifications to the Purchased Software made generally commercially available by Codavel to its customers under the terms and conditions set forth in Exhibit A.

Excluded Matters Means collectively that Codavel has no obligation to indemnify Customer with respect to: (a) use of the Purchased Software in a manner that is not permitted under the Agreement or that is inconsistent with Codavel's applicable user documentation; (b) modifications to the Bolina Materials made by anyone other than Codavel; (c) Customer's continued use of the Purchased Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (d) any version of the Purchased Software that is no longer supported by Codavel ((a) through (d)).

Feedback All suggestions for improvement or enhancement, recommendations, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Customer (whether in oral, electronic or written form) to Codavel in connection with Bolina Materials or with any other Codavel's owned materials. Feedback does not include any data, results or output created or generated by Customer using the Software, unless specifically submitted or communicated by Customer to Codavel as part of the Feedback.

First Response Time	Support response times are considered only assuming Monday to Friday, 9h-18h GMT, excluding official Portuguese holidays .
Free Tier Software	Software that is specified in an Order as provided to Customer without any charge and limited to a Licensed Capacity.
Intellectual Property Rights	All patent, copyright, trademark, and trade secret rights and other intellectual property and proprietary rights, whether registered or unregistered.
Internal Business Purpose	Customer's use for its own internal business operations on Customer's systems, networks and devices with Customer's data. Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party.
Licensed Capacity	It's the maximum usage of the Software, as a function of the number of monthly Active Users, that is permitted under the type of license included in the applicable Order. The Licensed Capacity associated with each Purchased Software is set forth here .
License Fees	It's a regular payment for using the activated Account set forth in the Order, as set forth here .
Open Source Software	Software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other

license approved as an open source license by the Open Source Initiative.

- Order** Codavel’s quote, statement of work, or ordering document accepted by Customer via Customer’s purchase order or other ordering document submitted to Codavel (directly or indirectly through an Authorized Partner) to order Bolina Materials or services, which references the products, services, pricing and other applicable terms set forth in an applicable Codavel quote or ordering document.
- Purchased Software** Software that is licensed to Customer and for which Customer has paid a License Fee to Codavel, whether directly or through an Authorized Partner.
- Service Providers** It’s the consultants, contractors, and agents authorized by Customer to access and use the Software solely on Customer’s behalf in connection with providing services to Customer, subject to the terms and conditions of this Agreement.
- Plan** Various criteria related to the use and functionality of the Bolina Software and on which the License Fee is based, as set forth [here](#).
- SDK** Software Development Kit.
- Software** Software products listed in an Order and any Enhancements thereto made available to Customer by Codavel.
- Support** It’s the level of Support Services related to the Plan chosen by the Customer, as set forth [here](#).

Term	This Agreement will commence upon Codavel's first Delivery of the Software specified in the Order (or, Codavel's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term, unless earlier terminated pursuant to Section 15.
Third-Party Content	Means that certain Extensions and other materials or services made available for download or access on Codavel's Website are developed and/or provided by third parties.
Website	The compilation of all web documents (including images, php and html files) made available via www.codavel.com or its sub domains or domains with identical names under other top domains and owned by Codavel.

2. License Grants

- 2.1.** Subject to Customer's compliance with this Agreement, including Customer's timely payment of all License Fees (except for the Free Tier Plan), Codavel grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Purchased Software within the Licensed Capacity solely for Customer's Internal Business Purposes. License limitations, such as Licensed Capacity of Active Users per month, associated with each Purchased Software can be found [here](#).

Customer acknowledges that Bolina Software may contain Open Source Software. Codavel does not provide support (Section 10), warranty (Section 11), or indemnification (Section 14) with respect to any Open Source Software. The list of Open Source Software that Bolina Software contains can be found [here](#).

3. License Restrictions

Unless otherwise expressly permitted by Codavel, Customer will not and Customer has no right to: (a) copy any Bolina Materials (except as required to run the Software and for reasonable backup purposes); (b) modify, adapt, or create derivative works of any Bolina Materials; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any Bolina Materials to any third party; (d) decompile, disassemble or reverse-engineer any Bolina Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Bolina Materials, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) access or use any Disabled Materials; (f) provide to any third party the results of any benchmark tests or other evaluation of any Bolina Materials without Codavel's prior written consent; (g) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Bolina Materials (including in order to gain access to any Disabled Materials); (h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any Bolina Materials; (i) exceed the Licensed Capacity or violate other license limitations identified [here](#) or elsewhere in this Agreement; (j) misuse the Software or use the Software for any illegal, harmful, fraudulent, or offensive purposes; (k) otherwise access or use any Bolina Materials except as expressly authorized in this Agreement; (l) encourage or assist any third party to do any of the foregoing; or (m) use any data in violation of any applicable law or regulation including, but not limited to, GDPR (the EU General Data Protection Regulation) and those who are protected by it. Customer acknowledges that the Software may be configured to display warnings, reduce available functionality, and/or cease functioning if unauthorized or improper use is detected, including if the Term expires or the Licensed Capacity is reached or exceeded.

4. Codavel's Responsibilities

Codavel is responsible to (a) make the Bolina Materials available to a Customer pursuant to this Agreement, (b) provide applicable standard support, according to the chosen Plan, for the Bolina Software to Customer at no additional charge, (c) use commercially reasonable efforts to make the Bolina available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Codavel shall give advance electronic notice on the Website), and (ii) any unavailability caused by circumstances beyond Codavel's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

Codavel will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, in accordance with GDPR (the EU General Data Protection Regulation).

5. Access to Bolina Software

Bolina Software can be accessed via Codavel's Private Area of Codavel's Website. Customer can create one or multiple accounts and, for each account, Customer may grant access to multiple of its employees and agents. Codavel is not responsible for and shall have no liability for verifying the validity of Authorization of any granted access. However, Codavel may, in its discretion, request additional information or proof of the person's credentials. If Codavel is not certain if a granted access has been legitimate Authorization, Codavel may, in its sole discretion, prevent such User from accessing the Private Area of the Website and consequently the Bolina Software. The Customer and any User associated with an Account must provide Codavel with true, accurate, current, and complete information about the Customer, Users or Account and keep it up to date.

6. Feedback

To the extent that Customer or a User provides Codavel with any Feedback, comments, bug reports or modifications for the Bolina Software, Codavel shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Bolina Software. Customer or User (as applicable) hereby grants Codavel a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use your Feedback for any purpose. Codavel shall have the right to modify or remove any Feedback provided in the public areas of the Website if the Supplier deems, at its discretion, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

7. Service Providers

Customer may permit its authorized consultants, contractors, and agents ("Service Providers") to access and use the Software solely on Customer's behalf in connection with providing services to Customer, subject to the terms and conditions of this Agreement. Any such access or use by a Service Provider will be subject to the same limitations and restrictions that apply to Customer under this Agreement, and Customer will be jointly and severally liable for any Service Provider's actions relating to or use of the Software. For avoidance of doubt, the aggregate use by Customer and all of its Service Providers must not exceed the Licensed Capacity and nothing in this current Section is intended to or will be deemed to increase any Licensed Capacity.

8. Ownership

Codavel, its suppliers and/or licensors own all worldwide right, title and interest in and to the Bolina Materials, including all related Intellectual Property Rights. Except for the licenses expressly granted to Customer in Section 2, Customer will not acquire or claim

any right, title or interest in or to any Bolina Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. Notwithstanding anything to the contrary, the Software is licensed, not sold, to Customer. Codavel's Website may contain Bolina service marks or trademarks as well as those of our Affiliates or other companies in the form of words, graphics, and logos. Customer's use of Codavel's Website or Services does not constitute any right or license for Customer to use Codavel's service marks or trademarks without the prior written permission of Codavel. Codavel's Content, as found within Codavel's Website and Services, is protected under copyright laws. The copying, redistribution, use, or publication by Customer of any such Content is strictly prohibited. Customer's use of Codavel's Website and Services does not grant Customer any ownership rights to Codavel's Content.

9. Payment

To use the Bolina Software, Customer is required to pay the License Fees as described on [Codavel's Website](#).

9.1. Payment Card Authorization. Codavel may seek pre-authorization of Customer's payment card account prior to the purchase of Bolina Software in order to verify that the card is valid and has the necessary funds or credit available to cover the purchase. Customer authorizes such payment card account to pay any amounts described herein, and authorize Codavel to charge all sums described in this Agreement to such card account. Customer agrees to provide Codavel updated information regarding the payment card account upon Codavel's request and any time the information earlier provided is no longer valid.

9.2. Direct Debit Payments. In some markets Codavel may, if Customer elects, request that Customer complete a direct debit mandate to enable direct

debit payments. In such cases Codavel shall comply with all applicable national rules and regulations related to direct debit payments.

9.3. Electronic Invoice. If Codavel has not sought pre-authorization of the payment card, then before the end of each payment interval, Customer will be issued an electronic invoice for payment of the License Fees of the next payment interval. Customer must pay the invoice by the due date indicated on the invoice.

9.4. Failure to Pay. Without limitation of Codavel's other termination rights, if Customer fails to pay the License Fees when due, then Codavel may terminate this Agreement and all licenses granted hereunder by notice to Customer. All License Fees are non-refundable once paid.

10. Support

If Customer has selected a Plan for the Bolina Software, as set forth in the Order, then Codavel will provide the level of Support included in the Order in accordance with the Terms and Conditions set forth in Exhibit A.

11. Warranty

Codavel warrants that for the period of the Purchased Software License, the Purchased Software will substantially perform the material functions described in Bolina documentation for such Purchased Software, when used in accordance with the user documentation. The sole liability of Codavel (and its Affiliates and suppliers/licensors), and Customer's sole remedy, for any failure of the Purchased Software to conform to the foregoing warranty, is for Codavel to do one of the following (at Codavel's sole option and discretion): (a) modify, or provide an Enhancement for, the Purchased Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Purchased Software with a copy that conforms to the foregoing warranty, or (c)

terminate the license with respect to the non-conforming Purchased Software and refund the License Fees paid by Customer for such non-conforming Purchased Software. All warranty claims must be made by written notice from Customer to Codavel on or before the expiration of the warranty period, as detailed in Section 22.2 below.

12. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11 ABOVE, THE BOLINA MATERIALS, OPEN SOURCE SOFTWARE, THIRD PARTY CONTENT AND SUPPORT SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, CODAVEL AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 11, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, CODAVEL DOES NOT WARRANT THAT USE OF THE SOFTWARE OR BOLINA SDK MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

13. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) CODAVEL AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE “CODAVEL ENTITIES”) WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING

TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) CODAVEL ENTITIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CODAVEL FOR THE PURCHASED SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER CODAVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, CUSTOMER, AND NOT CODAVEL, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER'S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER'S (AND ITS SERVICE PROVIDER'S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE).

14. Indemnity

You agree to defend, indemnify and hold harmless Codavel and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Bolina Software, Bolina Materials, representations made to the Codavel, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Codavel reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Codavel, and you agree to cooperate with such defense of these claims.

15. Term

This Agreement will commence upon Codavel's first Delivery of the Software specified in the Order (or, Codavel's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term, unless earlier terminated pursuant to Section 16 (the "Term"). For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses applicable to other Codavel products and services that Customer has purchased.

15.1. Purchased Software, etc. Unless otherwise indicated in the Order, the Term for Purchased Software, if applicable, will continue indefinitely, unless and until terminated pursuant to Section 16. If the Order indicates a Term of a specific duration for any of the foregoing, the licenses granted to Customer for such Purchased Software, will terminate automatically upon expiration of such Term. Upon expiration of any Term, the applicable Software will stop working automatically.

16. Termination

Either party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving written notice of the breach pursuant to Section 22.2 below. In addition, Codavel may immediately terminate this Agreement (in whole or in part, including with respect to any Term) by written notice to Customer (a) if Customer materially breaches Section 3, and (b) as set forth in Section 6. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the Bolina Materials and to return or destroy all copies of the Codavel Materials and other Codavel Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction in accordance with Section 20.5.

Upon termination of this Agreement, Codavel will have no obligation to refund any Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all Fees payable under an Order (i.e., no such early termination shall relieve Customer of its obligations to pay all Fees payable under an Order) unless otherwise provided in this Agreement. Termination of Support Terms and Conditions due to Codavel's breach is provided in Section 3.2 of Exhibit A. Section 1 (Definitions), Section 8 (Ownership), Section 12 (Warranty Disclaimer), Section 13 (Limitation of Liability), Section 14 (Indemnity), Section 16 (Termination) and Sections 17 (Export) through 22 (General) will survive any expiration or termination of this Agreement.

17. Export

Customer will comply fully with all relevant export laws and regulations where Customer uses any of the Bolina Materials. Customer further certifies that Customer will not use the Bolina Materials for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

18. Publicity

Codavel reserves the right to publish a brief description of Customer's deployment of the Software and identify Customer as a Codavel customer on any of Codavel's Websites, client lists, press releases, and/or other marketing materials. Customer is entitled to deny the use of this Publicity right by informing Codavel, as detailed in Section 22.2 below. Codavel will keep the aforementioned right until otherwise notified by the Customer.

19. Third Party Sites, Products and Services

The Bolina Materials may include links to other websites or services solely as a convenience to Customers. Unless otherwise specifically and explicitly indicated, Codavel does not endorse any such Linked Sites or the information, material, products,

or services contained on or accessible through Linked Sites. Furthermore, Codavel makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Any content referred to as community provided is provided by third parties and not developed or maintained by Codavel. By using any community marked code or libraries in your software development, you acknowledge and agree that Codavel is not in any way responsible for the performance or damages caused by such community provided code or library.

20. Confidential Information

20.1. Confidential Information. “Confidential Information” means any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of Codavel will include the Bolina Materials (including any license keys).

20.2. Use and Disclosure Restrictions. The party receiving Confidential Information (“Recipient”) agrees: (a) to maintain the Confidential Information of the party disclosing such information (the “Discloser”) in

strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, employees, and subcontractors (collectively, “Representatives”), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other party’s Confidential Information as those set forth herein. Recipient’s obligations under this Section 20 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer’s obligations under this Section 20 will continue in effect in perpetuity with respect to Codavel Materials.

- 20.3. Exclusions.** The obligations of Recipient under Section 20.1 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, Affiliates, or agents) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is

independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.

- 20.4. Required Disclosures.** The provisions of Section 20.1 will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required by any law enforcement agencies or regulators or compelled by a court or administrative agency of competent jurisdiction, provided that, to the extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure as appropriate in order to enable Discloser to prevent or limit disclosure.
- 20.5. Return or Destruction of Confidential Information.** Upon termination of the Agreement or support and maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof and provide written certification of such destruction or return by an authorized person.
- 20.6. Injunctive Relief.** Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 20, without the necessity of posting any bond or other security. Recipient will notify Discloser in writing

immediately upon Recipient's becoming aware of any such breach or threatened breach.

21. Choice of Law and Disputes

This Agreement will be governed by and construed in accordance with the laws of Portugal. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state courts located in Porto, Portugal, and the parties hereby consent to personal jurisdiction and venue therein (except that Codavel may seek injunctive relief to prevent improper or unauthorized use or disclosure of any Bolina Materials in any court of competent jurisdiction).

22. General

22.1. Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then Codavel expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Codavel may issue.

22.2. Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by e-mail, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the applicable Order or to such other address as may be specified by either party to the other party in accordance with this Section.

- 22.3. Assignment.** Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of Codavel. Codavel may assign this Agreement in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Codavel's assets to which this Agreement relates. Codavel may also assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.
- 22.4. Rights and Remedies.** Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.
- 22.5. Waiver; Severability.** The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 22.6. Interpretation.** For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words

“herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words “include” and “including” will not be construed as terms of limitation, and will therefore mean “including but not limited to” and “including without limitation”; (d) unless otherwise specifically stated, the words “writing” or “written” mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.

22.7. Operational Metrics and Usage Data. The Software may be configured to allow Codavel to collect and process technical and related information about Customer’s use of the Software (which may include, without limitation, ingest volume, Internet protocol addresses, session duration, HTTP errors/success, HTTP specific data (e.g. headers), HTTP performance (e.g. request time) and other similar data) and certain aggregated, anonymized information about the Software environment (such as hardware identification, operating system, application version), performance, configuration and other usage information. Codavel uses this information to support and troubleshoot issues, provide updates, automate invoices, analyze trends and improve Codavel’s products or services. Customer can access this information by using the Private Area of the Website. Participation in the collection and processing of such data by Codavel is voluntary and instructions on how to disable these in-product collection features are set forth in Codavel’s end user documentation. Customer should particularly read Codavel’s Privacy

Policy if Customer is an EU resident, because it shows how Codavel complies with GDPR. Codavel collects and processes the information it collects subject to [Codavel's Privacy Policy](https://www.codavel.com/privacy-policy/), which can be found at <https://www.codavel.com/privacy-policy/> and is hereby incorporated by reference and made a part of this Agreement.

22.8. Integration; Entire Agreement. This Agreement along with any additional terms incorporated herein by reference, including the Order and the Exhibits hereto, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.

EXHIBIT A

SUPPORT TERMS AND CONDITIONS

Customer agrees that the following terms and conditions (“Terms and Conditions”) will govern the delivery of any support services included in a Plan by Codavel (“Support”) listed on an Order entered into pursuant to the Software License Agreement (the “Agreement”) to which these Terms and Conditions are attached and made a part thereof. Subject to Customer’s termination rights set forth in the Agreement, ordering any Support from Codavel or any Authorized Partner indicates Customer’s acceptance of these Terms and Conditions. These Terms and Conditions are effective upon receipt and confirmation of acceptance of Customer’s purchase order by Codavel or an Authorized Partner (the “Effective Date”).

1. DEFINITIONS

Unless otherwise defined in these Terms and Conditions, capitalized terms have the meanings set forth in the Agreement.

2. SUPPORT

2.1. Support Services. Subject to Customer’s timely payment of the applicable monthly Plan set forth in the Order, Codavel will provide the level of Support identified in the Order in accordance with the Plan descriptions available [here](#). No other support for the Software is included.

2.2. Exclusions. Codavel will have no obligation of any kind to provide Support for issues caused by or arising out of any of the following (each, a “Licensee-Generated Error”): (i) modifications to the Software not made by Codavel; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii)

damage to the machine on which the Software is installed; (iv) Customer's continued failure to use the Software without reference to the documentation; (v) versions of the Software other than the Supported Version (defined in Section 2.5.6); (vi) third-party products not expressly supported by Codavel and described in the documentation; or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Codavel and described in the documentation. If Codavel determines that support for an issue caused by a Licensee-Generated Error, Codavel will notify Customer as soon as reasonably possible under the circumstances. If Customer agrees that Codavel should provide support for the Licensee-Generated Error via a confirming email, then Codavel will have the right to invoice Customer at Codavel's then-current time and materials rates for any such support provided by Codavel.

2.3. Restrictions. Support is delivered only in English unless Customer is in a location where Codavel has made localized Support available.

2.4. Access Methods. Support is made available through: a) a Support knowledge base, with solutions to the most common questions and issues, b) an online support area - Private Area of the Website - where Customer can create and check the status of support tickets.

2.5. Plan Descriptions

2.5.1. Codavel Support. Customer's Order will identify the level of Support Customer is entitled, according to the selected Plan, for the applicable Purchased Software. A summary of the different support

programs and levels are described here: <https://www.codavel.com/pricing/> (“Support Programs”).

- 2.5.2. Authorized Support Contacts.** Support will be provided solely to the authorized individual(s) specified by Customer that Codavel will communicate with that individual(s) when providing Support (“Support Contacts”).
- 2.5.3. Defect Resolution.** Should Codavel in its sole judgment determine that there is a defect in the Purchased Software, it will, at its sole option, repair that defect in the version of the Software that Customer is currently using or instruct Customer to install a newer version of the Software with that defect repaired. Codavel reserves the right to provide Customer with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.
- 2.5.4. Support Hours.** Support is provided via ticket and can be accessed on the Private Area of the Website every weekday (except for [Holidays](#)). Support will be delivered by a member of Codavel’s technical support team during working hours (9h-18h GMT). Response Times count only weekdays and working hours.
- 2.5.5. Customer’s Obligation to Assist.** Should Customer report a purported defect in the Purchased Software to Codavel, Codavel may require Customer to provide them with the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks, (c) a reproducible test case, and (d) any log files, trace and systems files. Customer’s failure to provide this information may prevent Codavel from identifying and fixing that purported defect.

2.5.6. Software Upgrades and Software Support Policy. When available, Codavel provides updates, upgrades, maintenance releases and reset keys only to Codavel Support customers. Software comes with a three-digit number version. The first digit represents the major release (i.e., upgrade), the second digit identifies the minor releases (i.e., updates) and the third digit identifies the maintenance releases. With a new major version, the number to the left of the decimal is changed and for minor releases, the number to the right of the decimal point is increased. Subject to the foregoing, the current version and the releases within the support period will be “Supported Versions”.

2.6. Changes in Support and Software. Subject to the Support Policy, Customer acknowledges that Codavel has the right to discontinue the manufacture and development of any Software and the Support for any Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Codavel agrees not to discontinue Support for the Software during the current annual term of these Terms and Conditions, subject to the termination provisions herein. Codavel reserves the right to alter Support from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Support set forth herein; (ii) materially diminished obligations for Codavel; (iii) materially diminished Customer’s rights; or (iv) higher Support Fees during the then-current term. Codavel will provide Customer with thirty (30) days’ prior written notice (delivered electronically or otherwise) of any permitted material changes to the Support contemplated herein.

3. TERM AND TERMINATION

3.1. Term. These Terms and Conditions will commence on the Delivery date and, unless terminated earlier in accordance with the terms of the Agreement, for a period of one (1) year (or for term purchased if different than one year) thereafter (the “Initial Term”). These Terms and Conditions will, for support and maintenance services purchased for perpetual licenses, automatically renew for additional one (1)-year terms (or for term purchased if different than one year) (each, a “Renewal Term,” and the Initial Term, collectively with any and all Renewal Terms, will be referred to as the “Support Term”), unless either party provides the other (or if purchased through an Authorized Partner, Customer provides the Authorized Partner) with written notice of its intent not to renew these Terms and Conditions at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term.

3.2. Termination. Either party may terminate these Terms and Conditions by written notice to the other party if the other party materially breaches this Agreement or these Terms and Conditions and does not cure the breach within thirty (30) days of receiving notice of the breach. If Customer terminates the Agreement for Codavel’s uncured material breach of these Terms and Conditions, then Codavel will refund any unused prepaid fees to Customer as Customer’s sole and exclusive remedy.

4. FORCE MAJEURE

Codavel will not be responsible for any failure or delay in its performance under these Terms and Conditions due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor,

energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

5. MODIFICATION OF TERMS AND CONDITIONS

Codavel reserves the right to change these Terms and Conditions at any time by giving the Customer advance notice of the changes by email or in writing. Codavel will also post these changes on Codavel's Website. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Customer's continued use of Codavel's Website, Services, and Products after any change to these Terms and Conditions and Codavel's notifying Customer will constitute Customer's acceptance of such change. If Customer does not agree with the changes to these Terms and Conditions, Customer can choose to discontinue the use of Codavel's Website, Services, and Products.

Last updated: March, 2019

