

## Master License and Services Agreement

### Section I – Parties

This Master License and Services Agreement (“**Agreement**”) is entered between the party identified as the “**Customer**” in the order form and Onapsis, Inc. or Virtual Forge GmbH, as set forth below, (“**Onapsis**”), together with Customer, the “**Parties**” or individually, a “**Party**”). The parties agree to be bound by the terms set forth herein.

### Section II - License; License Restrictions

This Agreement sets forth a limited license to use the Software and Documentation of the Product(s), subject to the terms and conditions herein, as follows:

1. Onapsis grants to Customer, for the term of a given Product license as set forth in the Order Form (the “**License Term**”) a non-exclusive, nontransferable, non-sublicensable, revocable, license for Customer’s employees or contractors to execute and run the Software in Object Code form (and to use the Documentation) with respect to the number of Targets identified in the Order Form for Customer’s internal business purposes. The Customer is authorized to make back-up copies of the Software and Documentation, provided that such copies shall be preserved from any unauthorized use and in all the cases, such copies shall be deemed Confidential Information (defined below) of Onapsis. The Product, Software and Services shall be deemed accepted by Customer upon delivery to Customer.

2. For the avoidance of doubt, and without limitation, except as permitted in this Agreement or as otherwise agreed to in writing by Onapsis, Customer shall not, and shall not permit any third party to (i) modify, adapt, alter, translate, or create derivative works from the Software or Documentation, nor merge the Software or Documentation with other software or documentation, (ii) perform or attempt to perform any kind of reverse engineering, decompilation, disassembling of the Software, or access any of its components, including databases, or attempt to derive the Source Code, (iii) use the Software or Documentation for any illegal activity or malicious attack, (iv) use the Software or Documentation to provide services to third parties, whether as a service bureau, application service provider, or service provider, or otherwise, (v) combine the Software or Documentation with any other software or documentation (including without limitation open source software), (vi) use the Software, Documentation or this Agreement for a competitive analysis or for any other purpose than as contemplated hereby, (vii) copy the Software in whole or in part, or (viii) move or transfer the Software from the designated Targets.

3. The Product(s) may contain open source software components (“**OSS**”) subject to separate license terms. Any OSS embedded in the Product(s) are distributed by Onapsis in accordance with the OSS’ applicable license terms. The applicable OSS license terms shall take precedence over this Agreement, solely with respect to the open source component(s) to which the license relates. By installing or using any of the Product(s) provided by Onapsis, Customer agrees to be bound by the license terms of all applicable OSS’ licenses. If Customer does not agree to be bound to such license terms, Customer must immediately discontinue use of the Product(s) and remove all copies from its system.

4. For the purposes of this Agreement: “**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with another entity, where “control” means ownership of more than fifty percent (50%) of the voting stock or other equity interests of an entity, or the right to direct the management of such entity; “**Documentation**” means all written material provided by or on behalf of Onapsis to the Customer in connection with the Software or Support Services; “**Object Code**” means the fully compiled version of a software program that can be executed by a computer and used without further compilation; “**Order Form**” means an order for Products and Professional Services from Customer to Onapsis which shall include (i) the Products being licensed, (ii) the License Term of the subscription for such Products, (iii) the fees related thereto, and (iv) the number of Targets related thereto, “**Product(s)**” mean the product(s) owned and made available by Onapsis that are identified in the Order Form; “**Professional Services**” means the professional services to be provided by Onapsis as set forth in the Order Form or a Statement of Work (“**SOW**”) executed by both Parties; “**Software**” means the software, in Object Code only, contained in the Product(s) licensed hereunder, and including the updates thereto; “**Source Code**” means the human-readable version of a software program that can be compiled into Object Code, including programmer’s notes and materials and documentation, sufficient to allow a reasonable skilled programmer to understand the design, logic,

structure, functionality, operation and features of such software program and to use, operate, maintain, modify, support and diagnose errors pertaining to such software program; "**Target**" means a computing device owned or leased by Customer that is running the ERP application logic and uniquely identified by a single ERP System Identifier ("**ERP**") (which may include a database server, or one or many application servers) that is designated as a Production system which will be analyzed by the Software (for clarity, non-Production systems that form the same ERP landscape as the Production system are included in scope with each licensed Production systems and Production targets are not reassign-able not transferable to a new target). "**Work Product**" means any work or materials generated by Onapsis as part of the Professional Services and provided by Onapsis to Customer under a SOW, and all intellectual property rights therein."

### **Section III –Delivery and Installation; Upgrades; Compliance; Support Services**

1. Upon execution of the Order Form, Onapsis shall deliver to Customer a link to a web portal by e-mail through which Customer shall download (i) the Software and the Documentation, and (ii) a file or files representing the activation keys (each, a "**Key**") allowing the Customer to use the Software and Documentation pursuant to the Order Form and this Agreement. Any unused activations Keys or un-designated Targets shall expire at the end of the License Term, and are not reimbursable, transferable or otherwise useable.

2. As soon as reasonably practicable following their release, Onapsis shall make available to Customer upgrades, enhancements and fixes to the Software for a licensed Product during the License Term and, if requested by Onapsis, Customer shall install and/or apply any such upgrade, enhancement and/or fix which Onapsis determines in its reasonable judgment to be material to the continuing use or performance of the Software for a licensed Product.

3. Onapsis shall have the right to audit Customer's use of the Software and Documentation as reasonably requested by Onapsis in order to ensure Customer's compliance with the terms of the Order Form and this Agreement. Customer authorizes Onapsis to aggregate data resulting from Customer's use of the Software and Documentation in an anonymized form and for the purposes of enhancing the Products.

4. During the License Term, Onapsis shall provide to Customer the maintenance and support services in accordance with Onapsis' maintenance and support policy, a copy of which is available at <https://www.onapsis.com/legal> ("**Support Services**").

### **Section IV – Professional Services**

1. Onapsis will perform the Professional Services as specified in the Order Form or a SOW. Any SOW hereby incorporates the terms and conditions of this Agreement. Once executed, each SOW becomes part of this Agreement, although the terms in a SOW will apply only to Professional Services described in that SOW. Onapsis and Customer must complete and execute a SOW before any Professional Services are provided.

2. Changes in the scope of the Professional Services under any SOW shall be made only with the written agreement of both Parties. Onapsis shall have no obligation to comply with any change until the Parties have agreed in writing to the scope of the change and any adjustment in the fee and/or time for performance.

3. Onapsis agrees to provide, and Customer agrees to take and pay for, the Professional Services set out in the applicable SOW. The Professional Services are provided at Customer's request and Customer accepts that it is responsible for ensuring that the Professional Services are suitable for its own needs. Notwithstanding anything to the contrary, Professional Services hours must be used in equal installments during the term of the SOW and cannot be credited or used in subsequent years of the term of the SOW.

4. Onapsis will provide to Customer appropriately qualified Onapsis Personnel to perform the Professional Services. The Onapsis Personnel will perform the Professional Services in a timely and professional manner, during normal business hours, exercising due skill and care and will use reasonable endeavors to meet any mutually agreed to target dates as set out in the applicable SOW.

### **Section V – Fees and Terms of Payment**

1. Customer will pay the fees for the Product license as set forth in the Order Form. Once the Order Form is executed, the applicable fees described therein shall be invoiced by Onapsis.

2. Customer will pay an undisputed Onapsis invoice within thirty (30) days of the date of such invoice. Any late payments shall bear interest at the rate of 2% per month, compounding monthly, or if such rate exceeds the amount permitted by law, the highest rate permitted by law. The fees are exclusive of all taxes, including without limitation sales and use taxes, other than taxes on Onapsis' net income. The parties agree that Onapsis shall have the right to increase fees each anniversary of the effective date of an Order Form by the greater of three percent or the then-current cost of living adjustment.

3. All fees, charges and other sums payable to Onapsis under this Agreement do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Customer, excluding any applicable federal and state taxes based on Onapsis's net income.

## **Section VI – Intellectual Property Rights**

“**Intellectual Property and/or Intellectual Property Rights**” mean, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights, trademarks, patents, copyrights, trade secrets and design rights. This Agreement creates no rights of ownership in the Products, Software or Documentation in favor of Customer. As between the Parties, Onapsis and its licensor(s) own, and shall own, all right, title and interest (including all Intellectual Property and/or Intellectual Property Rights) in the Products, Software (and all components thereof) or Documentation, including without limitation all modifications, derivative works, and/or customizations made whether upon the suggestion of Onapsis, Customer or another entity or person. The Customer shall maintain the intellectual property disclaimers set forth by Onapsis in the Software and the Documentation and shall reproduce and include such disclaimers in any Software back-up copy related thereto.

## **Section VII - Limited Warranty; Remedies**

Onapsis and its licensor(s) represent and warrant to Customer that (i) the Software, under normal use and if installed properly (on hardware appropriate for use therewith, if applicable), shall perform substantially in accordance with the Documentation for 30 days from the date Onapsis delivers the Key pursuant to Section III.1 above, (ii) upon delivery, the Software shall not contain any viruses, Trojan horses, worms, traps, back doors, disabling devices or code that self-replicates, and (iii) the Support Services shall be of professional quality conforming to generally accepted industry standards and practices. The sole remedy for a breach of the Limited Warranties with respect to the Software set forth in this Section shall be for Onapsis to correct the Software, provided Customer submits written notice of such breach to Onapsis immediately upon discovering said breach, setting forth in reasonably sufficient detail for Onapsis to reproduce the defect or otherwise reasonably identify the error during the warranty period. The sole remedy for a breach of Section VII.1 (iii) with respect to Support Services shall be re-performance of the Support Services. ANY BREACH BY CUSTOMER OF THE LICENSE RESTRICTIONS SET FORTH HEREIN SHALL VOID ALL WARRANTIES.

## **Section VIII– Limitations; Disclaimer**

1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, LOST PROFITS, DATA, GOODWILL, USE OR INFORMATION, SECURITY BREACHES OR INTRUSIONS, DOWNTIME OR COSTS OF SUBSTITUTE SOFTWARE OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

2. ONAPSIS AND ITS LICENSOR(S) AGGREGATE LIABILITY TO THE CUSTOMER FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRODUCTS, THE SOFTWARE, THE SUPPORT SERVICES, OR THE INDEMNIFICATION PROVISIONS HEREOF, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE FEES PAID TO ONAPSIS BY CUSTOMER UNDER THE ORDER FORM FOR THE

PRODUCT OR SERVICES GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS, BUT IN NO EVENT GREATER THAN FIVE HUNDRED THOUSAND DOLLARS.

CUSTOMER AGREES THAT IT SHALL NOT HAVE THE RIGHT TO MAKE ANY CLAIM UNDER THIS AGREEMENT GREATER THAN ONE YEAR FOLLOWING THE EVENT(S) GIVING RISE TO SUCH CLAIM.

3. ANY AND ALL WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE SOFTWARE OR SUPPORT SERVICES, AND INCLUDING ANY THIRD-PARTY SOFTWARE OR ANY OPEN SOURCE SOFTWARE), AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT DOES ONAPSIS OR ITS LICENSOR(S) WARRANT THAT THE OPERATION OF ANY SOFTWARE PROGRAMS OR PROVISION OF ANY SUPPORT SERVICES OR PROFESSIONAL SERVICES SHALL BE UNINTERRUPTED, OR ERROR FREE. CUSTOMER EXPLICITLY UNDERSTANDS AND AGREES THAT THE PRODUCTS, SOFTWARE, AND SERVICES DO NOT GUARANTEE THAT CUSTOMER OR ANY OF ITS SYSTEMS, APPLICATIONS OR THE LIKE WILL BE FREE OF UNAUTHORIZED ACCESS OR BREACH.

### **Section IX – Confidential Information**

1. “**Confidential Information**” means any and all non-public scientific, technical, financial, regulatory or business information, or data in whatever form (written, oral or visual) that is (a) furnished or made available by or on behalf of one Party (the “**Discloser**”) to the other (the “**Recipient**”). Prior to entering into this Agreement, the Parties had access to, and as a result of the acceptance of this Agreement the Parties shall have access to, Confidential Information of the other Party. Without limiting the foregoing, the Software, the Source Code, the Documentation and all Intellectual Property and/or the Intellectual Property Rights related to any of the foregoing, and all feedback, performance information and perceived flaws relating to the Products shall be considered the Confidential Information of Onapsis. The terms of the Order Form and this Agreement are the Confidential Information of both Parties. Each Party agrees not to (i) disclose the other Party’s Confidential Information without the other Party’s express written consent, or (ii) use the other Party’s Confidential Information for any purpose other than in the performance of this Agreement. Without limiting the foregoing, each Party shall exercise at least the same degree of care that it uses to protect its own Confidential Information (and, in any case, no less than a reasonable degree of care), which includes without limitation that the Software be retained in a location which does not permit access to persons not authorized to use the Software. Recipient shall return all of the Discloser’s Confidential Information to the Discloser upon the earlier of the request of the Discloser and the end of the last to expire License Term.

2. The Recipient may disclose the Discloser’s Confidential Information only to such of its employees, agents, or consultants (“**Recipient’s Personnel**”) who have a need to know the Discloser’s Confidential Information for the purposes of this Agreement and the business to be executed by the Parties as a consequence hereof, and then only to employees, agents, or consultants who have been advised of the confidential nature of the Discloser’s Confidential Information and who are under a confidentiality and non-use obligation no less stringent than the provisions hereof. Recipient shall be responsible for any violation hereof by Recipient’s Personnel.

3. The obligations herein undertaken shall not apply to any information: (i) which is or becomes generally available to the public through no fault of the Recipient; or (ii) rightfully disclosed to the Recipient by a third party; or (iii) independently developed by personnel of the Recipient without use of the Confidential Information of the Discloser. Recipient may disclose Confidential Information of Discloser pursuant to a court order or pursuant to governmental action, provided that before such disclosure, the Recipient shall notify the Discloser in writing of the request and give the Discloser an opportunity to prevent such disclosure or to seek a protective order.

### **Section X – Term; Survival**

1. The term of this Agreement shall run from the effective date hereof until the last to expire License Term or SOW term, unless earlier terminated by either Party as set forth herein. In the event Customer terminates This Agreement, an Order Form or a SOW for any reason other than for Cause, it shall pay to Onapsis any remaining

unpaid fees for the duration of the so terminated Order Forms or SOW's. Unless otherwise agreed by the Parties, Order Forms shall automatically renew for successive periods equal to that of the expiring period at the then current Onapsis list price.

2. Either Party may terminate this Agreement, Order Form or SOW if the other Party fails to cure a material breach, ("Cause") of such Order Form or SOW within thirty (30) days after receiving written notice from the other Party of such breach. Upon any termination of this Agreement or an Order Form, all applicable licenses are revoked and Customer shall immediately cease use of the applicable Product(s) and certify in writing to Onapsis within thirty (30) days that Customer has destroyed or returned to Onapsis such Product(s) and all copies thereof.

3. The following provisions shall survive any termination, cancellation or expiration of this Agreement: License Restrictions, Fees and Terms of Payment, Intellectual Property Rights, Limited Warranty, Limitations; Disclaimer, Confidential Information, Term; Survival, and Miscellaneous.

## **Section XI – Miscellaneous**

1. **Entire Agreement.** This Agreement, Order Forms and SOWs shall constitute the entire understanding between the Parties and supersedes all previous commitments, agreements, and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof and no previous agreement or understanding varying or extending the same shall be binding upon any Party hereto. In the event of a conflict between the terms of this Agreement and the terms of the Order Form or SOW, the terms of this Agreement shall control. The parties agree that any terms which may be included in any purchase order, confirmation or similar document shall not apply, and will be null, void and of no legal effect, unless otherwise negotiated and confirmed in writing by Onapsis. Preprinted terms in Customer purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by Onapsis and/or purport to take precedence over this Agreement. The terms of this Agreement shall replace and supersede any and all prior agreements between the Parties and their subsidiaries for software licenses and services.

2. **Contracting Parties.** This Agreement is entered between Customer and Onapsis, Inc. a Delaware corporation with primary offices at 101 Federal Street Suite 1800, Boston MA 02110. Notwithstanding, if the Customer resides in the European Union, this Agreement is entered between Customer and Virtual Forge GmbH, a limited liability company, established under the laws of the Federal Republic of Germany, with primary offices at Speyerer Street 6, 69115 Heidelberg, Germany.

3. **Notices.** All notices, requests, demands, and other communications shall be in writing in the English language and delivered personally or sent by fax, courier or registered or certified airmail and sent to (a) Customer to the address or contact information on file with Onapsis for the Customer, or (b) Onapsis to the following addresses or numbers or email address, and the Parties may update such information with reasonable prior notice):

Attn: Legal Department  
Onapsis, Inc.  
101 Federal Street Suite 1800,  
Boston MA 02110, USA  
E-mail: legal@onapsis.com

4. **Assignment; Successors.** Neither Party may assign or transfer this Agreement or any of its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that Onapsis may assign this Agreement in connection with a sale of all or substantially all of its stock or assets, or a merger. Any assignment or attempted assignment without the required prior written consent shall be void. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

5. **Compliance.** Each Party hereby represents and warrants that it is, and will remain in compliance with all applicable laws, the requirements of all applicable export laws and regulations, e.g., the U.S. Export Administration Regulations and International Traffic in Arms Regulations.

6. **Headings and Interpretation.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

7. **Governing Law; Jurisdiction.** Except to the extent expressly provided hereunder, this Agreement will be governed by the law of the State of Delaware, excluding its conflict of law provisions, and any claims arising hereunder shall be subject to the exclusive jurisdiction of courts in the State of Delaware. For customers residing in any European Union country, including the United Kingdom, the governing law shall be of England & Wales and claims arising hereunder shall be subject to the exclusive jurisdiction of London, England. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

8. **Mediation; Arbitration.**

- (i) In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement (“**Dispute**”), the Parties agree to escalate the Dispute to members of their respective senior management team, and such personnel shall negotiate in good faith to attempt to resolve the Dispute. If the Dispute was unable to resolve, except as otherwise provided in this Agreement, no civil action or arbitration with respect to any Dispute may be commenced until submitted for non-binding mediation in Wilmington, Delaware to a single mediator through the American Arbitration Association (“**AAA**”) and conducted in accordance with its Commercial Mediation Procedures (“**Mediator**”). The Parties agree to participate in the mediation in good faith, to share equally the Mediator fees and costs, and to bear their own respective attorneys’ fees and costs. Neither Party may commence an arbitration or civil action with respect to the matters submitted to mediation until the completion of the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first, and
- (ii) Subsequently, and subject to the equitable relief exception detailed below, the Parties agree to resolve all Disputes solely by binding arbitration in Wilmington, Delaware, USA before a single arbitrator through the AAA and conducted in accordance with its Commercial Arbitration Rules (“**Arbitrator**”). This Section is a written agreement to arbitrate governed by the Federal Arbitration Act. Each Party shall pay their respective attorneys’ fees. The parties explicitly agree that the substantive and procedural laws of the State of Delaware shall apply in arbitration. The Parties agree that any dispute, mediation, and arbitration (including the materials, proceedings, and existence thereof) is Confidential Information.

9. **Equitable Relief.** Each Party acknowledges that use of any of the other Party’s intellectual property in violation of this Agreement or breach of this Agreement shall cause irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Each Party, therefore, agrees that the other Party may be entitled, in addition to its other rights and remedies, to injunctive or equitable relief for any violation of this Agreement as may be deemed proper by a court of competent jurisdiction.

10. **Severability.** If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. In addition, the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

11. **Force Majeure.** Neither Party shall be deemed to be in default of any provision of this Agreement or for any failure in the performance required of such Party hereunder to the extent such failure is caused by fire, explosion, accidents, civil disorder, a natural calamity or other Act of God, act of government, or other cause beyond the control and without the fault or negligence of such Party.

12. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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**(Signature Page Follows)**

**Onapsis, Inc.**

**[Customer]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_