

Lampada Digital Software License Agreement

Effective starting: 14/06/2023

This Software License Agreement (the “**Agreement**”) is between you and the Lampada Digital Solutions entity that owns the Software that you are accessing or using (“**Lampada Digital Solution**” or “**we**”). If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then “**you**” means your entity and you are binding your entity to this Agreement. Lampada Digital Solutions may modify this Agreement from time to time, subject to the terms in Section 15 (Changes to this Agreement) below. The Software is not intended for and should not be used by anyone under the age of 16. You must ensure that all Authorized Users are at least 16 years old.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) your initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement.

By clicking on the “I agree” (or similar button or checkbox) that is presented to you at the time of your Order, or by using or accessing the Software, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, do not use or access the Software.

1. Scope of Agreement

1.1. Software. This Agreement governs your initial purchase of Lampada Digital Solution’s Software, Support and Maintenance for the Software, and any Additional Services, as well as any future purchases made by you that reference this Agreement.

2. Accounts; Authorized Users

2.1. Account Registration. You must register for an account with us in order to access or receive Software. Your registration information must be accurate, current and complete.

3. Use of the Software

3.1. Your License Rights. Subject to the terms and conditions of this Agreement, Lampada Digital Solutions grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws.

3.2. Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.

3.3. Number of Instances. Unless otherwise specified in your Order, for each Software license that you purchase, you may access one (1) production instance of the Software on systems owned or operated by you or one of your Authorized Users.

3.7. System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Lampada Digital Solutions will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software not provided by Lampada Digital Solutions.

5. Privacy Terms. Lampada Digital Solutions may collect certain data and information from you and Secondary Users in connection with your and Secondary Users' use of the Software and otherwise in connection with this Agreement. All such data and information will be collected and used by Lampada Digital Solutions in accordance with Lampada Digital Solutions's Privacy Policy, which you acknowledge.

6. Lampada Digital Solutions Commitments

6.1. Support and Maintenance. During the period for which you have paid the applicable Support and Maintenance fee, Lampada Digital Solutions will provide Support and Maintenance for the Software in accordance with the Lampada Digital Solutions Support Policy. Support and Maintenance for Software includes access to New Releases, if and when available, and any references to "Software" in this Agreement include New Releases.

6.2. Additional Services. Subject to this Agreement, you may purchase Additional Services from Lampada Digital Solutions, which Lampada Digital Solutions will provide to you pursuant to the applicable Order. Additional Services may be subject to additional policies and terms as specified by Lampada Digital Solutions,

7. License Term, Returns and Payment

7.1. License Term and Renewals. The License Term, Support and Maintenance period, will be indicated in the Order (as applicable). The License Term and any applicable

service periods will commence on the Order date (unless a different start date is designated in the Order) and expire on the expiration date indicated in your account. Unless earlier terminated in accordance with this Agreement, each right to use Software will expire at the end of the applicable License Term. Unless you have selected the "autorenewal" option in your account, any renewals must be mutually agreed upon by the parties in writing. All renewals are subject to the applicable Software or Support and Maintenance continuing to be offered and will be charged at the then-current rates.

7.3. Return Policy. As part of our commitment to customer satisfaction, you may terminate your initial Order of the applicable Software under this Agreement, for no reason or any reason, by providing notice of termination and returning any applicable Software to Lampada Digital Solutions no later than thirty (30) days after the Order date for such Software. In the event you terminate your initial Order under this Section 7.3, Lampada Digital Solutions may disable the license key that allowed the Software to operate. You understand that Lampada Digital Solutions may change this practice in the future in accordance with Section 21 (Changes to this Agreement).

8. No-Charge Software. We may offer certain Software (including some Lampada Digital Solutions software) to you at no charge, including free accounts, trial use, and Beta Versions as defined below (collectively, "**No-Charge Software**"). Your use of No-Charge Software is subject to any additional terms that we specify and is only permitted during the License Term we designate (or, if not designated, until terminated in accordance with this Agreement). Except as otherwise set forth in this Section, the terms and conditions of this Agreement governing Software, including Section 3.2 (Restrictions), fully apply to No-Charge Software. We may terminate your right to use No-Charge Software at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta versions of Software, and any pre-release and beta features within generally available

Software, that we make available (collectively, "**Beta Versions**") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Software. We make no promises that any Beta Versions will ever be made generally available.

certain of our third-party licensors or assign the audit rights specified in this Section 10 to such licensors.

9. Ownership and Feedback. The Software is made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". Lampada Digital Solutions and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to Lampada Digital Solutions Technology (including the Software). From time to time, you may choose to submit Feedback to us. Lampada Digital Solutions may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Lampada Digital Solutions's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

10. Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Lampada Digital Solutions Technology and any performance information relating to the Software will be

deemed Confidential Information of Lampada Digital Solutions without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 12 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 12. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11. Warranties and Disclaimer

11.1. General Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. If you are an entity, you represent and warrant that this Agreement and each Order is entered into by an employee or

agent of such entity with all necessary authority to bind such entity to the terms and conditions of this Agreement.

1.2. Virus Warranty. Lampada Digital Solutions further represents and warrants that it will take reasonable commercial efforts to ensure that the Software, in the form and when provided to you, will be free of any viruses, malware, or other harmful code. For any breach of the foregoing warranty, your sole and exclusive remedy, and Lampada Digital Solutions's sole obligation, is to provide a replacement copy of the Software promptly upon notice.

12. Limitations of Liability

12.1. Consequential damages waiver. Except for excluded claims (as defined below), neither party (nor its suppliers) will have any liability arising out of or related to these terms for any loss of use, lost or inaccurate data, lost profits, failure of security mechanisms, interruption of business, costs of delay, or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of the possibility of such damages in advance.

12.2. Liability cap. Except for excluded claims, each party's and its suppliers' aggregate liability to the other arising out of or related to these terms will not exceed the amount actually paid or payable by you to us under these terms in the twelve (12) months immediately preceding the claim.

12.3. Excluded Claims. "Excluded Claims" means (1) amounts owed by you under any Orders, (2) either party's express indemnification obligations in these Terms.

12.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 19 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise

and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

12.5 please note that these terms contain an arbitration clause. You and lampada digital solutions agree that disputes relating to these terms or your use of the products will be resolved by mandatory binding arbitration, and you waive any right to participate in a class-action lawsuit or class-wide arbitration.

13. Intellectual property

Except as otherwise expressly stated in the Contract:

the Supplier and its licensors shall retain ownership of all Supplier IPRs and the Supplier Software.

the Customer and its licensors shall retain ownership of all Intellectual Property Rights in supplier provided software and hardware

the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business;

the Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.

the Supplier shall retain ownership of all Intellectual Property Rights in the Deliverables unless and to the extent that the Deliverables include third party Intellectual Property Rights, in which case the third part(s) shall retain ownership of their own Intellectual Property;

the Supplier grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free licence for the purpose of receiving and using the Services and the Deliverables in its business;

14. Third Party Code. The Software includes code and libraries licensed to us by third parties, including open source software.

15. Changes to this Agreement.

Modifications Generally. We may modify the terms and conditions of this Agreement (including Lampada Digital Solutions Policies) from time to time, with notice given to you by email, through the Software or through our website. Together with notice, we will specify the effective date of the modifications.

No-Charge Software: You must accept the modifications to continue using the No-Charge Software. If you object to the modifications, your exclusive remedy is to cease using the No-Charge Software.

Lampada Digital Solutions Policies: Our products and business are constantly evolving, and we may modify the Lampada Digital Solutions Policies from time to time, including during your then-current License Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to the Lampada Digital Solutions Policies that, considered as a whole, would substantially diminish our obligations during your then-current License Term. Modifications to the Lampada Digital Solutions Policies will take effect automatically as of the effective date specified for the updated policies.

16. General Provisions

16.1. Notices. Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Our notices to you will be deemed given upon the first business day after we send it.

16.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

16.3. Assignment. You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Agreement. Any attempt by you to transfer or assign this Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

16.4. Entire Agreement. This Agreement is the entire agreement between you and Lampada Digital Solutions relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and Lampada Digital Solutions with respect to the Software or any other subject matter covered by this Agreement. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

16.5. Conflicts. In event of any conflict between the main body of this Agreement and either the Lampada Digital Solutions Policies or Product-Specific Terms, the Lampada

Digital Solutions Policies or Product-Specific Terms (as applicable) will control with respect to their subject matter.

16.6. Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

16.7. Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

17. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims

24. Definitions. Certain capitalized terms are defined in this Section 23, and others are defined contextually in this Agreement.

"Additional Services" means, other services related to the Software provided to you by Lampada Digital Solutions, as identified in an Order.

"Affiliate" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity, and

“ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

“Lampada Digital Solutions Technology” means the Software (including all No-Charge Software), Lampada Digital Solutions Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

“Authorised Users” means the specific individuals whom you designate to use the applicable Software and for whom you have paid the required fees. Authorized Users may be your or your Affiliates’ employees, representatives, consultants, contractors, agents or other third parties who are acting for your or your Affiliates’ benefit or on your or your Affiliates’ behalf. Authorized Users also include any Secondary Users that you permit to use the Software, subject to Section 2.3 (Secondary Users).

“Documentation” means our standard published documentation for the Software

“Feedback” means comments, questions, ideas, suggestions or other feedback relating to the Software, Support and Maintenance or Additional Services.

“Laws” means all applicable local and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

“License Term” means your permitted license term for the Software, as set forth in an Order.

“New Releases” means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that Lampada Digital Solutions makes available to you as part of Support and Maintenance.

“Order” means Lampada Digital Solutions’s applicable ordering documentation or other purchase flow referencing this Agreement. Orders may include purchases of Software licenses, Support and Maintenance, Additional Services, increased or upgraded Scope of Use or renewals.

“Product-Specific Terms” means additional terms that apply to certain Software and Additional Services, currently located.

“Scope of Use” means your authorized scope of use for the Software as specified in the applicable Order, which may include: (a) number and type of Authorized Users, (b) numbers of licenses, copies or instances, or (c) entity, division, business unit, website, field of use or other restrictions or billable units.

“Software” means Lampada Digital Solutions’s commercially available downloadable software products (currently designated as “Server” or “Data Center” deployments), including mobile applications of such products. Your Order will specify the Software that you may use.

“Support and Maintenance” means Lampada Digital Solutions’s support and maintenance services for the Software, (if applicable). Your level of Support and Maintenance will be specified in your Order.

“Training” means Lampada Digital Solutions-provided training and certification services.