

This software testing license agreement (the "Agreement") is entered between Raincode SPRL ("Raincode"), with its seat at 45 rue de la Caserne, 1000 Brussels, Belgium, and registered in the Belgian register of legal entities ("Banque-Carrefour des Entreprises (BCE)") under the number BE 0465.519.925, and the Licensee and governs the Licensee's use, for testing and evaluation purposes, of the Software, of which the Intellectual Property Rights are owned by Raincode.

## ARTICLE 1. DEFINITIONS

When used in the Agreement, the following terms will have the meaning specified below:

- 1.1. **Confidential information:** shall mean any information marked or declared to be confidential at the time of transmission and which is furnished to or obtained by the receiving party in any recorded form, orally or by observation. Confidential Information shall not include information which the receiving party can clearly demonstrate in writing: (i) belonged to the public domain on the date of signature of this Agreement; (ii) entered the public domain through no fault of the receiving party after the date of signature of this Agreement; (iii) was already known to the receiving party at the time it was received from the disclosing party; (iv) was developed after the date of signature of the present Agreement on behalf of the receiving party by its employees or agents who did not have access to any protected Confidential Information; or (v) was received from a third party that has the right to disclose such information to the receiving party without breaching any obligation, direct or indirect, to the disclosing party.
- 1.2. **Documentation:** the documentation that accompanies the Software.
- 1.3. **Intellectual Property Rights:** all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection (e.g. trade secrets) leading to a similar result anywhere in the world.
- 1.4. **License:** shall mean the rights defined in Article 2 of this Agreement.
- 1.5. **Licensee:** the company or natural person that downloads, instantiates, installs or otherwise uses the Software.
- 1.6. **Raincode Products:** shall mean any software products developed by Raincode, such as COBOL, PL/I, ASM370, JCL, SORT, CICS, IMSDB and IMSDC.
- 1.7. **Software:** Any part of software, including but not limited to Raincode Products, source code and executable code developed by or for Raincode.

## ARTICLE 2. SCOPE OF THE LICENSE

- 2.1. **Scope.** Upon downloading, instantiating, installing or otherwise using the Software, Raincode hereby grants to the Licensee subject to the terms and conditions set forth in this Agreement, and the Licensee hereby accepts, a worldwide, non-exclusive, non-transferable and non-sub licensable License to test and evaluate the Software in combination with other Raincode Products in order to build utilities for Raincode batches.
- 2.2. **Ownership.** Title to, and ownership of, and all proprietary rights, including Intellectual Property Rights, in the

Software, its source code and the Documentation and each copy thereof shall remain at all times with Raincode. The Licensee may not sell, transfer, lend or otherwise make available, or disclose to third parties, the Software.

- 2.3. **Limitations.** The Licensee may not:
  - 2.3.1. modify, delete or alter the Software, its source code and the Documentation or any (proprietary) notices therein;
  - 2.3.2. compile or decompile, reverse engineer, disassemble, translate or merge the Software and/or its source code or reduce the Software by any other means to a human perceivable form;
  - 2.3.3. distribute the Software and/or its source code;
  - 2.3.4. create derivative works of the Software;
- 2.4. **Copies.** The Licensee shall not copy, duplicate or distribute the Software and/or its source code, or any portion thereof, for any other purpose other than as contemplated under this Agreement or its own archival and backup purposes.

## ARTICLE 3. OBLIGATIONS OF THE PARTIES

- 3.1. **Obligations of the Licensee**
  - 3.1.1. The Licensee will not allow anyone else than its own employees, contractors and consultants and/or agreed subsidiaries, who need to have access for the use described in article 2.1 of this Agreement, to use the Software.
  - 3.1.2. The Licensee agrees to indemnify Raincode and to hold Raincode harmless against any and all liability, loss, damage, claims or causes of action, including reasonable legal fees and expenses that may be incurred by Raincode, arising out of the performance by the Licensee of this Agreement.
  - 3.1.3. The Licensee hereby recognises the validity of Raincode's Intellectual Property Rights on the Software and the Documentation and shall refrain for the duration of this Agreement from denying, challenging or attacking such validity and from assisting any other party in denying, challenging or attacking such validity by furnishing information or advice or otherwise.
- 3.2. **Obligations of Raincode**
  - 3.2.1. Raincode provides the Software *as is*. Raincode hereby disclaims, and the Licensee accepts, all warranties and conditions, either express, implied, or statutory, including but not limited to any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses and/or other malware, of accuracy or completeness of responses, of results, and of negligence, to the extent authorized by law.
  - 3.2.2. Without limitation of the foregoing, Raincode expressly does not warrant that the Software will meet the Licensee's requirements or that operation of the Software will be uninterrupted or error free. The Licensee assumes all responsibility for selecting the Software to achieve its intended results, and for the results obtained from its use of Software. The Licensee shall bear the entire risk as to the quality and the performance of the Software.
  - 3.2.3. Any download, installation, instantiation or use of this Software are done at the Licensee's own risk and the Licensee will be solely responsible for any damage to – without limitation – any computer system or loss of data that results from such activities. Should it prove defective,

the Licensee assumes the cost of all necessary servicing, repair and/or correction. It is therefore up to the Licensee to take adequate precaution against possible damages resulting from this Software.

- 3.2.4. The Licensee acknowledges and accepts that Raincode does not have a maintenance and support obligation towards it. Any improvements, releases, patches, updates, fixes or other modifications or amendments to the Software will take place at the sole discretion of Raincode and can take place at any time.

#### ARTICLE 4. INTELLECTUAL PROPERTY

- 4.1. Nothing in this Agreement shall be construed as giving the other Party any right, title or interest in or to the other Party's Intellectual Property Rights.

#### ARTICLE 5. CONFIDENTIALITY

- 5.1. Each Party agrees that it shall use at least the same degree of care in protecting Confidential Information received from the other Party as it uses to protect its own Confidential Information, and any Confidential Information received from a Party shall be disclosed solely to personnel of the receiving Party on a need-to-know basis.
- 5.2. Any Confidential Information disclosed may only be used by the receiving Party for the purposes of this Agreement and may not be reproduced without the written consent of the originating Party, except where necessary to implement this Agreement or as otherwise specifically agreed.
- 5.3. Upon termination of this Agreement, either Party may require the other to return forthwith all Confidential Information (and copies thereof) supplied hereunder.

#### ARTICLE 6. LIABILITY

- 6.1. Raincode shall not be liable for any direct or indirect damage, which shall at least be understood as consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage and damage from legal proceedings initiated by third parties against the Licensee, regardless of the form of the action, whether arising out of the use or inability to use the Software, even if Raincode has been advised of the possibility of such damages.
- 6.2. Raincode shall not be liable for hardware, software, products and services of third parties (including sub-contractors), such as telecommunication equipment, operating systems and Internet browsers, e-mail, electronic signature and corresponding digital certificate, or any other programs.
- 6.3. Raincode can only be held liable for proven damages caused by its grave error or fraud. Raincode' liability on the basis of this clause shall be limited to the amount of Raincode' insurance coverage. Any claim or complaint against Raincode must be submitted by registered mail within a period of seven (7) calendar days after the discovery of the reason for such claim.

#### ARTICLE 7. TERM AND TERMINATION

- 7.1. The Licensee's rights with respect to the Software and the Documentation will terminate upon the earlier of:
  - 7.1.1. The initial commercial release of the Software by Raincode;

- 7.1.2. 2 months upon the earlier of the download, instantiation, installation or use of the Software by the Licensee.

- 7.2. Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. Upon any expiration or termination of this Agreement, the rights and licenses granted to Licensee under article 2 of this Agreement shall immediately terminate, and Licensee shall immediately cease using, and will return to Raincode (or, at Raincode's request, destroy), the Software, if any, the Documentation, and all other tangible items in Licensee's possession or control that are proprietary to or contain Confidential Information of Raincode.

- 7.3. Article 4, Article 5, Article 6 and Article 8 will survive termination.

#### ARTICLE 8. GOVERNING LAW AND JURISDICTION

- 8.1. This Agreement is governed by Belgian law.
- 8.2. All disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be submitted to jurisdiction of the courts of Brussels (Belgium).

#### ARTICLE 9. MISCELLANEOUS

- 9.1. **Other license agreements between Parties.** The Licensee agrees and acknowledges that the terms and conditions in this Agreement have no effect nor any influence or any connection with – if any – any other software license agreement(s) for Raincode Products purchased by the Licensee.
- 9.2. **Notices.** All notices under this Agreement shall be in writing and shall be sent by registered letter to the other Party at the address of its registered seat, as set forth above. Such notices shall be deemed effective upon the actual delivery thereof.
- 9.3. **Relationship between the Parties.** None of the provisions of this Agreement can be interpreted as indicating the intent of the Parties to form a partnership, association or joint venture
- 9.4. **Entire agreement.** This Agreement contains the entire agreement and understanding between the Parties with respect to the License. It will supersede and replace any prior written or oral agreement or understanding between the Parties in this regard which would be still in force. No terms and conditions of the Licensee, nor those of any third party to which it is affiliated shall apply.
- 9.5. **Modification.** Raincode reserves the right to modify this Agreement at any time without prior notice to the Licensee. The applicable version of this Agreement will always be available at: <https://www.raincode.com/legal/TLA.pdf>.
- 9.6. **No-implied waiver.** Any failure or delay by a Party in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement or any partial reaction or absence of reaction by a Party in the event of violation by the other Party of one or more provisions of this Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that Party's rights under this Agreement or under said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a Party, this

waiver cannot be invoked by the other Party in favor of a new failure, similar to the prior one, or in favor of any other kind of failure.

- 9.7. **No transfer.** The Licensee is not allowed to transfer its rights and obligations under this Agreement to anyone else, unless Raincode agrees in writing to such transfer.
- 9.8. **Severability.** Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be

invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, Raincode shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).