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This end user license agreement (**EULA**) is a legal agreement between **Neural Concept Sàrl**, Lausanne, Switzerland (the **Licensor**) and any user of its software products, whether an individual or a legal entity (the **Licensee**, and together with the Licensor, the **Parties**).

1. Scope and Acceptance

- 1.1. The present EULA governs the Licensee's rights and obligations with respect to its use of the **Neural Concept Shape** software, including any documentation related thereto, made available by the Licensor to the Licensee as a service (the **Licensed Products**).
- 1.2. By activating an account for the use of the Licensed Products and/or using the Licensed Products, the Licensee expressly agrees to be bound by the terms hereof.
- 1.3. For the sake of clarity, if the Licensee is a legal entity, any activation or use of the Licensed Products by any of its employees, agents or representatives, on behalf of the Licensee, is deemed as acceptance of the terms of this EULA by the Licensee. If you are activating or using the Licensed Products on behalf of a legal entity, you represent and warrant that you are duly authorized to do so.

2. Grant of License

- 2.1. Subject to the Licensee's compliance with all terms and conditions of this EULA, in particular, subject to its payment of the applicable license fees in accordance with Section 7, the Licensor, grants to the Licensee a revocable, non-exclusive and non-transferable license to use the Licensed Products, strictly in accordance with the documentation provided by the Licensor, as may be amended by the Licensor from time to time upon notice to the Licensee, on its own behalf and for its own benefit (the **License**).
- 2.2. If the Licensee is a legal entity, it shall use the Licensed Products through its employees, agents and/or duly authorized representatives only, and take appropriate steps to ensure compliance with the EULA by such users.
- 2.3. Except if specifically provided upon the activation by the Licensee of an account for the use of the Licensed Products or by any other appropriate means, the Licensee is expressly prohibited from using the Licensed Products on behalf or for the benefit of any third parties, or to sublicense, resell or distribute the Licensed Products to any third parties, whether as-is or as part of any other software or solution, without the Licensor's express prior written consent. If the Licensee is entitled to sublicense, resell and/or distribute the Licensed Products, such sublicense, resale and/or distribution shall be subject to the agreement by any third party to which the Licensed Products are sublicensed, resold and/or distributed to be bound by terms that are at least

as protective for the Licensed Products as the terms of the License.

- 2.4. The License to use the Licensed Products shall further be limited by any restrictions indicated upon activation of the Licensee's user account.

3. No Delivery / Network Connection

- 3.1. Some features of the Licensed Products may require a fully functional state of the art Internet connection. The Licensee side Internet connection shall be at the sole cost and under the sole responsibility of the Licensee.

4. Legal Compliance

The Licensee shall at all times comply with all laws and regulations applicable to its use of the Licensed Products and not abuse the Licensed Products for any illegal purposes.

5. Third-Party Software

- 5.1. The Licensed Products may contain software incorporated into the Licensed Products or provided therewith, developed, distributed and/or licensed by third parties, including open source software (**Third-Party Software**). Such Third-Party Software shall be licensed, and the Licensee shall use such Third-Party Software under and strictly in accordance with, the applicable terms and conditions by the respective third-party licensor. The Licensor shall use its best efforts to identify any additional Third-Party Software in the documentation of the Licensed Products.
- 5.2. Nothing in this EULA shall restrict, limit or otherwise affect any rights or obligations that the Licensee may have, or conditions to which Licensee may be subject, under any applicable open source licenses to any open source software which may be incorporated in and/or provided together with the Licensed Products.

6. Intellectual Property

- 6.1. As between the Licensor and the Licensee, the Licensor shall remain the sole owner of all rights, title and interest, in particular, all intellectual property rights, in and to the Licensed Products, subject to any Third-Party Software. Nothing in this EULA shall operate any assignment or transfer of any intellectual property rights to the Licensee.
- 6.2. The Licensee expressly acknowledges that any infringement of the Licensor's intellectual property rights will cause irreparable harm to the Licensor, for which monetary damages alone would be inadequate, and that the Licensor may thus seek

injunctive relief or any other remedy available at law in any jurisdiction, in case of such infringement.

- 6.3. Should the Licensee become aware of any infringement or imminent risk of any infringement of any intellectual property rights pertaining to the Licensed Products, the Licensee shall immediately inform the Licensor and provide all useful information on such infringement or risk of infringement. The Licensor shall have the exclusive power to decide on any action to be taken with respect to such infringement or risk of infringement, including legal action, at its own cost. Licensee shall, at its own costs, provide Licensor with all reasonable assistance required by the Licensor to protect its intellectual property rights, in accordance with its instructions.

7. Financial Terms

- 7.1. The Licensee shall pay all the fees indicated by the Licensor upon activation of the Licensee's user account or by any other appropriate means (the **License Fees**).
- 7.2. All License Fees shall be due and payable in advance and are non-refundable in case of termination. The continued use of the Licensed Products by the Licensee shall be subject to the payment of the License Fees.
- 7.3. The Licensor may temporarily suspend any License and/or any user credentials issued to the Licensee, if applicable, if the Licensee is in default for payment of any License Fees due.
- 7.4. All payments under this EULA shall be exclusive of any taxes, duties and similar charges, which shall be borne and paid to the relevant authorities by the Licensee.

8. Limited Warranty

- 8.1. The Licensed Products are provided AS IS and AS AVAILABLE.
- 8.2. To the maximum extent permitted by applicable law, the Licensor disclaims all warranties with respect to the Licensed Products, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights.
- 8.3. In particular, the Licensor does neither represent nor warrant that the functionality of the Licensed Products will meet the Licensee's requirements, that the operation of the Licensed Products will be uninterrupted or error-free, that any errors in the Licensed Products will be corrected, that it will ensure continued compatibility of the Licensed Products with any third-party products, even if they are compatible with such third-party products upon the granting of the License or at any given moment before or thereafter, that the Licensed Products will always be available and remain available unchanged or that certain subscription models for the Licensed Products

available at any given moment, will remain available for renewal at the end of the applicable subscription period.

- 8.4. The use of the Licensed Products is entirely at the Licensee's own risk.

9. Limitation of Liability

- 9.1. The Licensor's liability under this EULA, whether in contract, tort or any other theory of liability, shall be excluded to the maximum extent permitted under applicable law.
- 9.2. In particular, without prejudice to the generality of the foregoing, to the extent permitted under applicable law, the Licensor disclaims any liability in case of the Licensee's use of the Licensed Products other than as specifically allowed by the Licensor hereunder, for simple negligence as well as for any damages or losses, whether foreseen or foreseeable, or whether the Licensor has been advised of the risk thereof, related to the loss of use, interruption of business, loss of actual or anticipated profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any other indirect, special, incidental, exemplary, or consequential damages or losses of any kind, regardless of the form of action, whether in contract, tort, strict liability or otherwise.
- 9.3. In no event, the Licensor's total liability during any period of 6 months shall exceed the amount of the License Fees actually paid by the Licensee during the 6 months preceding the events giving rise to the Licensee's claims.
- 9.4. The exclusions and limitations under this Section 9 shall extend to the Licensor's directors, officers, employees, agents, representatives and auxiliaries.

10. Indemnification

- 10.1. The Licensee shall defend, hold harmless from, and indemnify the Licensor, its directors, officers, employees and auxiliaries, from and against all liability, loss, cost, damage or expense, including reasonable attorney's fees, resulting from the Licensee's use of the Licensed Products other than as permitted under this EULA and strictly in accordance with the documentation provided for the Licensed Products, including any claims made by any third parties and investigations and/or proceedings initiated against the Licensor by any authorities.
- 10.2. In case of any claims or proceedings against the Licensor, its directors, officers, employees or auxiliaries in relation to the Licensee's use of the Licensed Products, the Licensor shall (i) inform the Licensee without undue delay; and (ii) allow the Licensee to take over full control over the defence and settlement of such claims or proceedings at its own expense, provided that the Licensee shall not be authorized to accept any

settlement implying any fault and/or liability on the part of the Licensor, its directors, officers, employees or auxiliaries.

11. Data Protection

- 11.1. The Licensee shall act as the “data controller” with respect to all personal data generated through its use of the Licensed Products. Therefore, the Licensee confirms and shall ensure that the collecting and processing of personal data by means of the Licensed Products, including any automated processing of personal data on the Licensor’s equipment, in accordance with this EULA and with any documentation provided for the Licensed Products, are at all times compliant with all applicable data protection and privacy laws and regulations.
- 11.2. The Licensor shall act as a “data processor” with regard to the processing of any personal data generated through the use of the Licensed Products is processed on the Licensor’s equipment or equipment controlled by the Licensor, the Licensor shall act as a data processor under the responsibility of the Licensee. The Licensor shall take appropriate measures to protect such personal data in accordance with applicable laws and regulations.
- 11.3. The Licensor may at its sole discretion, exploit the information or data provided by the Licensee to improve the Licensor’s products and services using statistical analysis, data aggregation, or analysis of the service usage. These improvements may benefit any other user of the product.
- 11.4. The Licensee expressly waives any and all rights with regard to the information or data provided when using Licensor’s products and services and allows the Licensor to use any and all information and/or data provided at its sole discretion. The Licensee shall furthermore hold harmless from, and indemnify the Licensor, from and against any claims made by any third parties or authorities in relation with the information or data provided and used by the Licensor.

12. Term and Termination

- 12.1. This EULA shall enter into force upon the Licensee’s activation of its account for the use of the Licensed Products.
- 12.2. The EULA shall remain in effect for the term indicated (i) upon the Licensee’s activation of its account for the use of the Licensed Products; or (ii) by any other appropriate means, as applicable, subject to non-renewal or termination in accordance with this Section 12.
- 12.3. The Licensor may terminate this EULA with immediate effect, in case of any material breach by the Licensee, provided that, if the Licensee’s breach may be cured, at the Licensor’s sole judgement, the Licensor shall first give the

Licensee 30 days’ prior notice written notice (including by e-mail) to cure such breach at the Licensor’s entire satisfaction.

- 12.4. Upon non-renewal or termination of this EULA, the License granted hereunder shall become void and Licensed Products shall no longer be accessible to the Licensee.

13. Confidentiality

- 13.1. Either Party agrees that it will (i) keep confidential; (ii) not use other than for the purposes contemplated by this EULA; and (iii) not disclose to any third party of any proprietary and/or non-public data or information relating to the activities of the other Party, trade secrets, documents, source codes, logos, images, business plans, database and statistics, software, reports, memorandum, know-how or technology, which is either marked “Confidential” or regarding which the information’s confidential character is apparent under the circumstances (**the Confidential Information**).
- 13.2. Subject to Section 14.8, the Parties shall (i) keep all Confidential Information confidential at any time and shall not publish, disclose or divulge Confidential Information, in whole or in part, to any third party; (ii) not use Confidential Information for any commercial or other purpose whatsoever; (iii) use Confidential Information solely for the purpose of performing this EULA; and (iv) not copy any Confidential Information.
- 13.3. For the purpose of this EULA, Confidential Information shall be deemed to exclude information which a Party can demonstrate by documentary evidence: (i) is, or becomes, public information other than as the result of the violation of this EULA or other act or omission by such Party; (ii) was lawfully known to such Party without restriction on use or disclosure at the time of disclosure hereunder; (iii) is hereafter lawfully received by such Party from a third party authorized to make such disclosure and without restriction on use or disclosure; (iv) is approved for release by prior written consent from the disclosing Party; or (v) which is required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement of disclosure prior to the disclosure such that the disclosing Party has an opportunity to object to the production or disclosure through seeking a protective order.
- 13.4. Upon expiration or termination of this EULA for whatever reason, or at the earlier request of the disclosing Party, the receiving Party shall, at its own costs and at the election of the disclosing Party, return or destroy all originals and copies of Confidential Information, or, in case of Confidential Information stored in electronic, magnetic or digital media, shall erase or render unreadable all materials furnished (including

without limitation, working papers containing any Confidential Information or extracts therefrom) which contain Confidential Information.

14. Miscellaneous

- 14.1. *Amendment.* The Licensor may amend this EULA at any time by written notice (including by e-mail) to the Licensee. Any amendment shall become effective immediately or as otherwise indicated by the Licensor to the Licensee in its notice to the Licensee. If the Licensee does not accept any amendment notified by the Licensor, its sole remedy shall be to terminate this EULA in accordance with Section 12.
- 14.2. *Entire Agreement.* This EULA, including any documents expressly referred to therein, and the indications (i) provided with the delivery of any physical data carrier containing the Licensed Products; (ii) on the website from which the Licensee has downloaded the Licensed Products; or (iii) additional terms and conditions provided by the Licensor by any other appropriate means and expressly referring to this EULA, contain all of the terms and conditions agreed upon by the Parties relating to its subject matter and supersedes all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, whether oral or written, with respect to such subject matter.
- 14.3. *Hierarchy.* In the event of a conflict or contradiction between the terms of this EULA and any ordering document relating to the Licensed Products, the terms of this EULA will take precedence.
- 14.4. *Severability.* If any provision of this EULA is held to be invalid or unenforceable for any reason, the Parties hereby agree to replace such provision with a valid and fully enforceable provision reflecting the original intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.
- 14.5. *No Waiver.* The failure of either Party to enforce any of the provision of this EULA or any rights thereunder shall in no way be considered as a waiver of such provisions or rights.
- 14.6. *Assignment.* Neither this EULA nor any of Licensee's rights or obligations hereunder, in particular the Licenses, may be assigned, transferred or sublicensed by Licensee to any third party, without the Licensor's prior written consent. Any such purported assignment, transfer or sublicense shall be null and void. The Licensor may assign and transfer this EULA to any third party, in which case the Licensor shall provide the Licensee with written notice (including by e-mail) of such assignment or transfer.
- 14.7. *No Third Party Beneficiaries.* This EULA shall be binding and inure solely to the benefit of the Parties (and their respective lawful successors and assigns). Nothing in this Agreement is

intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

- 14.8. *Reference.* The Licensor shall be authorized to use the name of the Licensee as a reference, for the purpose of promoting and advertising the Licensed Products to third parties.

15. Governing Law and Jurisdiction

- 15.1. *Governing Law.* Subject to mandatory applicable law, this EULA shall be governed by and construed in accordance with Swiss substantive law, at the exclusion of its conflict of laws provisions.
- 15.2. *Jurisdiction.* Subject to mandatory applicable law, any dispute or controversy arising out of or in relation to this EULA and/or the Licensee's use of the Licensed Products shall be subject to the exclusive jurisdiction of the competent courts at the principle place of business of the Licensor. Notwithstanding the preceding, nothing in this EULA shall prevent the Licensor from seeking injunctive relieve or any other remedy available at law in any jurisdiction in case of any infringement of its intellectual property rights.

