

HELP DESK WEBSITE - TERMS OF USE

Click-wrap user license agreement for Confidential Information and material made available on the Klas website.

IMPORTANT – DOWNLOAD, INSTALLATION AND USE OF THE SOFTWARE, AND/OR ANY DOCUMENTATION OR CONFIDENTIAL INFORMATION THAT ARE MADE AVAILABLE ON THE KLAS WEBSITE ARE SUBJECT TO THE FOLLOWING LICENSE RESTRICTIONS.

PLEASE READ CAREFULLY BEFORE YOU CLICK ON THE "I AGREE" BUTTON AT THE BOTTOM OF THIS PAGE TO DOWNLOAD, INSTALL OR USE ANY, SOFTWARE AND/OR DOCUMENTATION OR CONFIDENTIAL INFORMATION.

Klas will authorize you to download, install (where applicable) and use, at Klas' sole option, the software, Documentation and/or Confidential Information made available on the Klas website provided that you accept all of the terms of this License Agreement. You acknowledge that due to the specificity of some elements that may be made available by Klas on the website, you may be required to enter into specific agreements, which will for the specific subject matter, supersede the present User License Agreement.

BY CLICKING ON THE "I AGREE" BUTTON, YOU ARE AGREEING TO BECOME A PARTY TO AND BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND YOU MAY PROCEED TO DOWNLOAD, INSTALL AND USE THE SOFTWARE, CONFIDENTIAL INFORMATION OR RELATED DOCUMENTATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BECOME A PARTY TO AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, CLICK ON THE "I DO NOT AGREE" BUTTON AND YOU WILL NOT BE ALLOWED TO ACCESS TO ANY DOCUMENTATION, SOFTWARE OR CONFIDENTIAL INFORMATION WHICH USE IS CONDITIONED TO THE ACCEPTANCE OF THESE LICENSING TERMS.

TERMS AND CONDITIONS

This Click-wrap User License Agreement ("License Agreement") is a legal agreement between Klas Limited t/a Klas on its behalf and on behalf of its Affiliates ("Klas", in this License Agreement) and the legal entity or person ("Licensee", sometimes referred to as "User" in this License Agreement) concerning the use of any software, Documentation and/or Confidential Information made available by Klas, at its sole discretion, under the Klas website.

Klas and Licensee are collectively referred to as the "Parties" or individually as a "Party".

1. DEFINITIONS

- 1.1 "Affiliates" shall mean any company where votes and/or capital is fifty percent (50%) or more controlled, or controls, or under common control, directly or indirectly by/with a Party.
- 1.2 "Confidential Information" shall mean, without limitation, any and all information, data, ideas, discoveries, inventions, specifications, formulae, programs, plans, drawings models, requirements, standards, presentations, analysis, compilations of a technical, economic, financial or business nature disclosed in written, tangible, oral, visual, magnetic, electronic, or any intangible form. Confidential Information may not be marked or identified as such and shall still be considered Confidential Information so long as it is treated as confidential at the time of disclosure, or at the time of disclosure is designated as confidential (or like designation), or is disclosed in circumstances of confidence, or would be understood by the parties exercising reasonable business judgment to be confidential.

- 1.3 "Derivative(s)" shall mean any modification, enhancements of the Klas Software, in source code or in object code, which may be created by Licensee and which are owned by Klas, according to this Agreement.
- 1.4 "Documentation" shall mean any notice, data, explanations, and any document, including Updates/Upgrades as made available by Klas, on any media of Klas' choice which relates to Klas Products, the Software or the Derivatives, if any, provided at Klas sole option.
- 1.5 "Object Code" shall mean the compiled linkable object code of the Software, owned and developed by Klas, and provided under the Klas website, at Klas' sole option.
- 1.6 "Open License Terms" shall mean terms in any license agreement or grant that require as a condition of use, modification and/or distribution of a work that:
 - 1.6.1 source code will be made available, or
 - 1.6.2 permission will be granted for creating derivative works, or
 - 1.6.3 a royalty-free license is granted to any party under any intellectual property rights regarding that work and/or any other work that contains, is combined with, requires or is based on that work.
- 1.7 "Open Source Software" shall mean any software that is licensed under Open License Terms.
- 1.8 "Purpose" shall mean the purpose of the limited licenses granted under section 2.1.
- 1.9 "Software" shall mean any software, owned and developed by Klas, and made available by Klas to the Licensee under the Klas Website, provided either in object code or in source code, at Klas' sole discretion.
- 1.10 "Source Code" shall mean the Source Code of the Software, owned and developed by Klas, and supplied by Klas under this Agreement, at Klas' sole option.
- 1.11 "Third Party Software" shall mean software of a third party which may be integrated in the Product or provided under this Agreement, and may be subject to and governed by, in addition to the terms of this Agreement, any license agreement of such third party.
- 1.12 "Klas Products" shall mean any product of Klas portfolio that has been or shall be, as the case may be, provided by Klas or by a Klas authorized Distributor to Licensee.

2. LIMITED LICENSE

2.1 Scope of the Limited License Granted on:

- 2.1.1 The Documentation and Confidential Information made available on the Klas website are trade secret and copyright information of Klas. All right, title, and interest in and to the intellectual property rights associated with the Confidential Information and Documentation provided by Klas under the website are, and shall at all times remain, the sole and exclusive property of Klas. Klas hereby grants a free of charge, limited, internal, nonexclusive, revocable and non-transferable license to use the Confidential Information and Documentation made available on the Klas website, solely for the purpose of enabling the Licensee to enhance the compliance of its products with the Klas Products or use the Klas Products. In no

event shall the Documentation and Confidential Information provided by Klas under the website be disclosed to an unauthorized third party, according to the confidentiality obligation set forth in section 6 of this License Agreement.

- 2.1.2 The Object Code. Subject to the terms and conditions of this Agreement, Klas hereby grants to Licensee and Licensee hereby accepts the free of charge, limited, internal, nonexclusive, revocable, non-transferable (without right to authorize sublicenses) license to use the Software in Object Code solely for the purpose of testing and integrating such Software.
- 2.1.3 The Source Code, where applicable and upon Klas' sole option: Subject to the terms and conditions of this Agreement, Klas hereby grants to the Licensee and the Licensee hereby accepts the free of charge, internal, nonexclusive, revocable, non-transferable license (without right to authorize sublicenses) to the Source Code of the Software as expressly made available by Klas, to copy and use the Source Code internally solely for the purpose of (i) evaluating the Software with the Licensee's products; (ii) integrating the not modified Source Code of part or whole of the elements included in the Software into the Licensee's products, (iii) modifying, creating derivative works of and compile the Source Code and Derivatives solely for the purpose of engineering activities.
- 2.1.4 The Source Code, including all modification, derivative works ("Derivatives") and Updates thereto, and all intellectual property rights therein are the exclusive property of Klas, and the Licensee shall not have any right, title, or interest therein. By providing the Licensee with access to certain Source Code, Klas is not granting any license or immunity, or waiving any rights it may have with respect to patents, trademarks, copyrights or any other intellectual property rights enforceable under any country with respect to the Source Code. The Licensee shall not (a) make any modifications to the Source Code other than those specified in this Agreement; (b) make more than one (1) back-up copy of the Source Code or Documentation therefore; or (c) distribute or disclose the Source Code to any third party.
- 2.1.5 Consequently, Licensee agrees to fully assign and does hereby expressly assign to Klas all right, title and interest in and to the Derivatives including without limitation, all copyrights, trade secrets and trade marks whether registered or unregistered including applications therefore and any extensions, new releases and revisions thereof existing now or in the future. Licensee shall take all steps including, without limitation, the execution of all documents, whether such documents are copyright registration applications, copyright assignments or otherwise, requested by Klas to secure, maintain or defend such rights for the benefit of Klas.
- 2.1.6 Licensee shall undertake and perform diligently all required formalities and/or approvals or signatures from its employees or contractors in order for Klas to demonstrate its ownership of the Derivatives, in part or in whole, to third parties.
- 2.1.7 Such assigned rights to the Derivatives shall include (a) reproduction rights (whatever number, means or media), (b) the right to adapt, translate, alter whether whole or part of any software, to assemble or integrate it in any other

software and/or hardware, (c) the right to represent, distribute (whatever number, means or media), (d) the right to rewrite software under another computer language, the right to port onto another material or the right to adapt the Derivatives to other operating systems than those known or unknown at the time of signature of this Agreement.

2.1.8 The transferred rights shall include any software in its executable version as in its source code, and the associated Documentation, including, but not limited to, the design-in and the implementation Documentation of such software, the manual of use etc, and are valid for the legal protecting time period, worldwide.

2.1.9 Licensee renounces and waives expressly to claim any intellectual property rights developed under or relating to the Derivatives.

2.2 **License Restrictions.** The limited licenses granted to Licensee in section 2.1 are subject to the following restrictions. Licensee shall:

2.2.1 only use the Software, its related Confidential Information and Documentation and its elements for Licensee's internal business purposes as authorized in this License Agreement;

2.2.2 only use the Software, its related Confidential Information and Documentation and its elements with Klas Products and not use it for any other purpose than those expressly permitted in this License Agreement;

2.2.3 not make any commercial use of the Software, its related Confidential Information and Documentation and its elements on a stand-alone basis, except as otherwise mutually agreed in writing;

2.2.4 not make copies of the Software, its related Confidential Information and Documentation and its elements or any part save as strictly necessary for the Purpose, except that Licensee may make one archival copy of the Software;

2.2.5 only make the Software, its related Confidential Information and Documentation and its elements available to its own employees who have a need to access it according to the licensing terms of this License Agreement;

2.2.6 not sublicense, sell, assign, rent, lease or otherwise transfer, in whole or in part, the Software, its related Confidential Information and Documentation and its elements, this License Agreement or the rights under it;

2.2.7 not reverse-assemble, reverse-compile, reverse-engineer the Software provided in Object Code;

2.2.8 not remove or cover any copyright or proprietary right notices placed on the Software, its related Confidential Information and Documentation and its elements;

2.2.9 maintain in confidence the Software, its related Confidential Information and Documentation and its elements and any other Confidential Information provided by Klas;

- 2.2.10 not perform any actions with regard to the Software, its related Confidential Information and Documentation and its elements in a manner that would require the Software or any Derivatives thereof to be licensed under Open License Terms. These actions include but are not limited to:
- 2.2.11 combining the Software or a Derivative thereof with Open Source Software, by means of incorporation or linking or otherwise; or
- 2.2.12 using Open Source Software to create a Derivative of the Software.

Licensee shall indemnify Klas and its Affiliates against and hold Klas and its Affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this clause and Licensee shall reimburse all costs and expenses incurred by Klas and its Affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

The restrictions in this section 2.2 shall survive the termination or expiry of this License Agreement.

2.3 **Ownership.** The Software, its updates and any Derivative, except Third Party Software, and any Confidential Information or Documentation made available by Klas on the Klas website is trade secret and copyright information of Klas. All right, title, and interest in and to the intellectual property rights associated with the Software, any Confidential Information and Documentation provided by Klas under the website are, and shall at all times remain, the sole and exclusive property of Klas, or the third party owning the Third Party Software. Except as otherwise expressly specified in this License Agreement, no right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern or design of the Software or any other Intellectual property rights owned by Klas, notably on any design files or other technical information relating to any Klas Product, shall pass to Licensee under this License Agreement. The Software and any information contained within, related to or about the Software, or any Klas Product is Confidential Information. Licensee agrees not to disclose the Software or any Documentation or Confidential Information provided under the website to any third party without Klas' prior written consent and to protect same by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination or publication of the Confidential Information as Licensee uses to protect its own Confidential Information of a like nature. The obligations herein shall survive the termination of this License Agreement.

3. TERMINATION, EXPIRATION

- 3.1 This License Agreement will continue, unless earlier terminated according to section 3.2 below.
- 3.2 Klas may immediately terminate this License Agreement and consequently the license granted under it at any time (a) upon a breach by the Licensee of any of its terms, or (b) in respect of any applicable Third Party Software, upon the expiry or termination of the agreement, if any, between Klas and the applicable third party pursuant to which Klas has the right to grant to the Licensee the rights and licenses hereunder in respect thereof.
- 3.3 Upon termination or expiration of this License Agreement, the Licensee will promptly stop using the Software, any related Documentation or Confidential Information and return to Klas the Software and all tangible materials and Documentation relating thereto, and any Documentation and Confidential Information provided under the Klas website or destroy them

with evidence provided to Klas. Section 2.2, 2.3, 3.3, 4, 5 and 7.4 shall survive the termination or expiration of this License Agreement.

- 3.4 Upon termination or expiration of this License Agreement, the provisions of section 6 shall survive the expiration or early termination of the License Agreement for a further period of five (5) years.

4. DISCLAIMER OF WARRANTY

- 4.1 THE LICENSEE ACKNOWLEDGES THAT ANY SOFTWARE, DOCUMENTATION OR CONFIDENTIAL INFORMATION MADE AVAILABLE ON THE KLAS WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY. KLAS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE THIRD PARTY(IES) OWNING THE THIRD PARTY SOFTWARE DISCLAIM(S) ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT OF THE USE OF SUCH THIRD PARTY SOFTWARE.

- 4.2 Licensee hereby agrees that Klas shall not provide Licensee with any support for any material provided under the Klas website and Licensee acknowledges and agrees that it has no rights to any upgrades, modifications, enhancements or revisions that Klas make to such material, including any software, Documentation or Confidential Information.

5. LIMITATION OF LIABILITY – EXCLUSION OF LIABILITY

- 5.1 KLAS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST THE LICENSEE BY ANY THIRD PARTY, NOR SHALL KLAS BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS, INTERRUPTION OF BUSINESS), HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT KLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. CONFIDENTIALITY

- 6.1 The Licensee acknowledges that the Confidential Information disclosed by Klas:

- 6.1.1 is disclosed to the Licensee at Klas' sole discretion;
- 6.1.2 is the exclusive property of Klas;
- 6.1.3 shall be held in trust by Licensee;
- 6.1.4 shall not be reviewed, least of all used, by Licensee for any purpose other than the Purpose and as strictly necessary for the Purpose;
- 6.1.5 shall be kept confidential by Licensee by taking measures at least equal to those applied or applicable to its own Confidential Information but no less than a reasonably high degree of care;
- 6.1.6 shall not be disclosed directly or indirectly to any third person or third party, and shall not be used, leased, sold or otherwise disposed of for the benefit of any person or party other than Klas;

- 6.1.7 shall not be reverse assembled, reverse compiled, or otherwise reverse engineered, in whole or in part, particularly when samples (in hard or soft form) are comprised in the Confidential Information;
 - 6.1.8 may be disclosed to Licensee's Affiliates, officers and employees with a need-to-know such Confidential Information (limited only to that portion of the Confidential Information that is necessary) for the Purpose and provided they are bound by secrecy or confidentiality obligations at least equivalent to this License Agreement;
 - 6.1.9 may only be copied and/or reproduced as strictly necessary for the Purpose and always containing a reference to Klas' ownership rights and copyright, and the confidential nature thereof.
- 6.2 In addition, Licensee shall not disclose to any third persons or third parties the fact that discussions are taking place concerning the Purpose or any terms, conditions or other facts with respect to the Purpose including the status thereof. Licensee commits to return all Confidential Information received from Klas, including those made available by Klas on the Klas website (as well as any and all information in whatever form generated on the basis or by making use of or reflecting the Confidential Information) and to destroy or erase (and certify in writing by an officer) any and all copies it may have made thereof, within thirty (30) days of (i) a simple request of Klas, or (ii) termination or expiration of this License Agreement.

7. GENERAL PROVISIONS

- 7.1 Entire Agreement, Amendment. This Agreement sets forth the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, warranties or representations, written or oral, between the Parties. No modifications, additions or deletions shall be binding upon either Party unless accepted in writing by an authorized representative of each Party. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such decision shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.2 Non Waiver. A waiver by either Party of any default shall not be deemed a waiver of future enforcement of that or any other term but shall apply solely to the instance to which the waiver is directed.
- 7.3 Non Assignment. The Licensee shall not assign, sublicense or otherwise transfer this Agreement or its rights and obligations under it.
- 7.4 Controlling Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with Irish Law. The Parties shall use their best efforts to settle by way of direct negotiations any difference which may occur between them in connection with this Agreement. Any dispute or controversy arising between the Parties out of or in connection with this Agreement, whether during or after its term, shall be exclusively submitted to the exclusive jurisdiction of the commercial courts of Dublin, Ireland.
- 7.5 Should you have questions regarding this License Agreement, please write to legal@klasgroup.com

7.6 BY SELECTING THE "I AGREE" BUTTON BELOW, OR BY DOWNLOADING THE SOFTWARE, DOCUMENTATION OR INFORMATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS LICENSE AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED IN THIS LICENSE AGREEMENT. IF YOU SELECT "I DO NOT AGREE", THE DOWNLOAD PROCESS WILL NOT PROCEED OR YOU WILL NOT BE ALLOWED TO ACCESS TO THE RESTRICTED AREA WHERE DOWNLOAD, VIEWING OR USAGE OF THE INFORMATION CONTAINED IN THE KLAS WEBSITE IS ALLOWED. DO NOT SELECT "I AGREE", UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO AGREE TO THESE TERMS AND CONDITIONS DO NOT DOWNLOAD THE SOFTWARE OR THE DOCUMENTATION, OR ATTEMPT TO ACCESS TO THE RESTRICTED AREA OF THE KLAS WEBSITE.