

This version of the contract is effective on September 1st, 2023.

This RCDevs Dedicated SaaS License Agreement (“Agreement”) executed by and between RCDevs Security SA having his principal place of business at 1 Boulevard du Jazz, L-4370, Esch-sur-Alzette, Luxembourg (“RCDevs”, “We”, “Us”) and You (the “Licensee”, “You” and “Your”) entitles the Licensee to use the RCDevs Service defined in clause 1 below, regardless of the means of transmission or delivery, subject to the terms and conditions mentioned below.

RCDevs and the Licensee are here below collectively and individually referred to as the “Parties” or “Party”.

IMPORTANT: READ CAREFULLY:

By using RCDevs Service You fully accept the present Agreement. If You do not agree, You shall not use the RCDevs Service.

If You are entering into this Agreement on behalf of a company, organization or other entity, You represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If You do not have such authority to enter into this Agreement or do not agree with these terms and conditions, You and the entity you represent may not use the Services.

1. Definitions

“**You**” means the individual or legal entity to whom the license is granted.

“**Documentation**” means RCDevs’ then-current technical and functional documentation for the RCDevs Software as made generally available by RCDevs.

“**Offer**” means an electronic quotation issued by RCDevs for the provision of the Service signed by You.

“**Software**” means the RCDevs software, including Upgrades, firmware and applicable documentation as defined in the Offer.

“**RCDevs Service**” or “**Service**” refers to the provision of the Software installed and operated on dedicated resources, as specified in the Offer and accessible to the Licensee via the internet.

“**Upgrades**” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“**Authorized Third Parties**” means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the RCDevs Service on Your behalf.

2. License and Right to use

a. Enterprise License. The RCDevs Service is offered subject to your acceptance of the terms and conditions contained in this Agreement and in all other operating rules, policies and procedures that may be published from time to time by RCDevs related to the RCDevs Service, which shall be incorporated herein by reference.

Subject to Your compliance with the terms and conditions of this Agreement and provided that You have discharged your obligations hereunder, including by paying the Fee referred to in clause 13 when due and payable (as per the relevant invoice for the RCDevs Service (“Invoice”)), RCDevs grants You :

- a non-transferable and non-exclusive license to use the Software :
 - (i) on a limited number of Hosts for SpanKey as specified in the Invoice (the “Maximum Hosts”);
 - (ii) for a limited number of Concurrent Users for OpenOTP as specified in the Invoice (the “Maximum Concurrent Users”);
 - (iii) and exclusively for the period for which You purchased the RCDevs Software and Service, as specified in the Invoice (the “Term”); and
- a non-transferable and non-exclusive right to use the Service, strictly subject to the limited Allocated Resources as specified in the Invoice, and solely for the period for which You purchased the RCDevs Software and Service, as defined in the Invoice.

In the event that the Invoice does not specify a number for the Maximum Hosts, it shall be deemed that no hosts are licensed. Similarly, if no number is indicated for Maximum Concurrent Users, it shall be understood that no concurrent users are permitted.

The Software license and the RCDevs Service are provided by RCDevs.transfer

Any other use is strictly prohibited unless otherwise explicitly agreed upon in writing.

b. Trial License. RCDevs may grant the Licensee a trial license ("Trial License") for a limited period or until the Licensee ceases to use the Trial License, whichever comes first ("Trial Period"). During the Trial Period, RCDevs has no obligations to the Licensee. However, the Licensee's obligations under this Agreement shall remain in effect. The Licensee shall not be entitled to any support or maintenance services during the Trial Period.

The Licensee shall not exceed :

- (i) the limited number of Hosts for SpanKey as specified in the Trial License (the "Maximum Hosts");
- (ii) the limited number of Concurrent Users for OpenOTP as specified in the Trial License (the "Maximum Concurrent Users");
- (iii) the resource allocation as specified by RCDevs for the Trial Period.

You must use the trial version exclusively for verifying and testing the RCDevs Service and Software features and demonstration purposes.

You may use the Software and RCDevs Service for your internal purposes and only for the period specified in the Trial License.

If You fail to stop using the trial version after the expiration date of the Trial License or upon request of RCDevs, You may be invoiced for its list price and agree to pay such invoice.

RCDevs, in its discretion, may stop providing the Trial License at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the RCDevs Service.

c. Use by Third Parties. You may permit Authorized Third Parties to exercise the right to use the RCDevs Service on Your behalf, provided that You are responsible for :

- (i) ensuring that such Authorized Third Parties comply with this Agreement; and
- (ii) any breach of this Agreement by such Authorized Third Parties.

3. The scope of use of the Service

Depending on the Software, RCDevs Service allows You to use :

- the cloud Edition of the RCDevs WebADM/OpenOTP Server for IAM, Multi-factor authentication and electronic signature; and/or
- the cloud Edition of the RCDevs SpanKey Server to manage the SSH Servers.

(i) Access to RCDevs Service – RCDevs will provide you with an offer tailored to your needs. After receiving the version of the Offer signed by you, RCDevs shall provide you with the connection details for RCDevs Service.

(ii) Ressource Allocations – RCDevs allocates resources based on the specific needs expressed by the Licensee as detailed in the Offer ("Allocated Resources"). The Licensee shall not exceed the Allocated Resources limits. If the Licensee anticipates requiring resources that exceed these limits, the Licensee shall inform RCDevs to discuss custom solutions. Additional charges may apply. RCDevs employs monitoring systems to detect any overutilization. In the event of an exceedance, the Licensee will be promptly notified. The Licensee will then have the option to adjust their usage accordingly. If the overutilization persists, RCDevs reserves the right to revisit and potentially modify the Offer, which may lead to an adjustment in fees. Continued non-compliance may result in penalties, Service suspension, or termination of this Agreement, at the sole discretion of RCDevs.

(iii) Use of RCDevs Service – Licensee will keep all RCDevs Service information up to date, use reasonable means to protect RCDevs Service information, passwords and other login credentials, and promptly notify RCDevs of any known or suspected unauthorized use of or access to RCDevs Service.

Both RCDevs and Licensee share responsibility for the security of the Service. RCDevs is responsible for implementing and maintaining the foundational security measures inherent to the Service. The Licensee, on the other hand, is responsible for ensuring secure access and use of the Service, which includes, but is not limited to, safeguarding passwords and ensuring that unauthorized parties do not gain access. Any breach resulting from the Licensee's negligence or failure to uphold its security responsibilities may render the Licensee liable for consequences arising from such a breach.

Licensee is fully responsible for all activities that occur under RCDevs Service and any other actions taken in connection with RCDevs Service. RCDevs Service is non-transferrable and may not be sold, combined and/or otherwise shared with any other person without RCDevs' written authorization.

Licensee must notify RCDevs immediately of any change in your eligibility to use the RCDevs Service, breach of security and/or unauthorized access to and/or use of RCDevs Service. You should never publish, distribute and/or post login information for RCDevs Service.

Licensee is obligated to notify RCDevs immediately prior to exceeding the Allocated Resource limits, the licensed number of hosts for SpanKey Software, or the licensed number of concurrent users for OpenOTP Software.

Licensee agrees not to use the RCDevs Service if Licensee have been previously removed by RCDevs and/or banned from the RCDevs Service.

Licensee agrees that RCDevs will not be liable for any acts and/or omissions by you, including without limitation any damages of any kind incurred as a result of such acts and/or omissions.

The sign in to RCDevs Service requires a secure authentication. You agree that RCDevs is not responsible for delivery problems of push notifications, sms or electronic mails.

If You use the RCDevs Service with third party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. RCDevs does not provide support or guarantee ongoing integration support for products that are not a native part of the RCDevs Service.

If Licensee violate the terms of this Agreement, RCDevs reserves the right to terminate the Service immediately. In the event of such termination, You acknowledge and agree that RCDevs shall not be liable to you, or any third party, for any suspension, termination, or refusal of access to or use of the Service.

RCDevs support team can be contacted during the RCDevs business hours (Monday – Friday, 9 a.m. until 5 p.m. Luxembourg local time excluding Luxembourg public holidays).

(iv) The Content – Depending on the Software, RCDevs Service may allow you to sign document electronically. Nothing in this Agreement may be construed to make RCDevs a party to any content processed through RCDevs Service, and RCDevs makes no representation or warranty regarding the transactions sought to be effected by any content.

You have exclusive control over and responsibility for the content, quality, and format of any content.

Certain types of agreements and documents may be excepted from electronic signature laws, or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. RCDevs is not responsible for determining whether any particular content is (i) subject to an exception to applicable electronic signature laws; (ii) subject to any particular agency promulgations; or (iii) whether it can be legally formed by electronic signatures. RCDevs is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, RCDevs is not responsible for providing contents or other documents to third parties.

Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more consumers, such as requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. RCDevs does not and is not responsible to: (i) determine whether any particular transaction involves a consumer; (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) otherwise to comply with any such special requirements; and (vii) Customer undertakes to determine whether any consumer is involved in any content that the Customer presented for processing, and, if so, to comply with all requirements imposed by law on such content or their formation.

(v) Exclusion – Apple and Google not proposing SLA to their customers for push notifications, push notifications delivery problems you encounter when using the push notifications are not a subject matter of this Agreement.

The OpenOTP software token you used is not a subject matter of this Agreement.

SMS or e-mail messages delivery problems you encounter when using SMS or e-mail message delivery are not a subject matter of this Agreement.

The Software support and maintenance service is not a subject matter of this Agreement. It will be delivered according to RCDevs' Software support and maintenance terms, which are available from RCDevs in a separated agreement.

(vi) Purchase - You can purchase an RCDevs Service by contacting the RCDevs sales team at sales@rcdevs.com or by phone at +352 26 17 61 21.

To the extent permitted by law, orders for the RCDevs Services are non-cancellable.

4. Customer Obligations and Restrictions on License

You shall not, and shall not permit others to, do the following with respect to the RCDevs Service:

- use the RCDevs Service or allow access to it in a manner that circumvents contractual usage restrictions or that exceeds your authorized use or usage metrics set forth in this Agreement;
- license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the RCDevs Service, Software or Documentation available for access by third parties except as otherwise expressly provided in this Agreement without the written RCDevs' approval;

- using the Software and/or RCDevs Service to develop any derivative work or similar application;
- use the Software and/or RCDevs Service or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- interfere with or disrupt the integrity, operation or performance of the RCDevs Service or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or circumvent or disclose the user authentication or security of the RCDevs Service or any host, network, or account related thereto or use any aspect of the RCDevs Service other than those specifically identified in this Agreement;
- analyze, decompile, copy, disassemble or otherwise attempt to obtain derive source code or other trade secrets from or about any of the Software. THE LICENSEE SHALL NOT MODIFY, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR OTHERWISE ATTEMPT TO DISCOVER THE SOURCE CODE OF THE SOFTWARE, except to the extent this restriction is prohibited by applicable law;
- use the freeware version of the Software in order to avoid payment of the Fee described under clause 13 below;
- not obscure, alter or remove any patent, copyright or trademark marking or legend contained on or in any Software or any associated medium or Documentation or RCDevs Service;
- permit or authorize any person to do or attempt to do anything with respect to the Software and Service that he cannot do himself under this Agreement;
- use, modify, interpret, reproduce or transfer his rights to use the Software and the Service or copies of the Software in any manner other than as expressly provided for in this Agreement.

You shall use the RCDevs Service only in the manner which is in accordance with all applicable legal regulations in the laws under which he uses the RCDevs Service including, without limitation, in accordance with applicable limitations arising from copyright laws and other intellectual property rights.

You shall use your best efforts to promptly notify RCDevs upon learning of any violation of the above restrictions.

5. RCDevs Obligations

- RCDevs shall take reasonable measures to protect the security of RCDevs Service;
- RCDevs shall provide the necessary resources to host the Software;
- RCDevs shall install and maintain the Software;
- RCDevs shall provide you with the connection details for the Service;
- RCDevs shall provide the necessary networking to make the Software accessible to You;
- RCDevs shall create and maintain backups of the Software;
- RCDevs shall provide the Service with reasonable care and skill and in accordance with best industry practice;
- RCDevs shall use its reasonable endeavours to ensure that :
 - a) RCDevs Service is maintained in good working order and in accordance with best industry practice;
 - b) any defect, error or malfunction of RCDevs Service is remedied as soon as is reasonably practicable, and the Licensee is informed immediately if such repair or replacement requires the Service to be suspended;
 - c) any disruption to the Service which does not result from any breach by the Licensee shall be rectified as soon as is reasonably practicable following a request from the Customer;
 - d) subject to conditions e) and f) below, You shall have access to RCDevs Service via the Internet 24 hours a day, 365 days a year on the basis of the level of activity specified in the Offer. If the level of activity exceeds the Allocated Resources specified in the Offer, the parties shall meet and agree on an increase in allocated resources and corresponding additional charges;
 - e) RCDevs shall inform the Licensee by email as soon as reasonably practicable if any maintenance, repair or upgrade requires the Service to be suspended and shall inform the Licensee of the likely duration of such suspension;
 - f) RCDevs is not responsible of any interruption, partial or total failure of the Service due to any variation of the bandwidth or any failure of the RCDevs' Supplier's ISP/Access Provider.

- If RCDevs detects that the security or integrity of RCDevs Service has been compromised, RCDevs shall inform the Customer by email that RCDevs Service must be re-installed, and RCDevs shall be entitled to protect the integrity of RCDevs Service by disconnecting it from the internet until RCDevs Service has been reinstated.
- RCDevs support team can be contacted during the RCDevs business hours (Monday – Friday, 9 a.m. until 5 p.m. Luxembourg local time excluding Luxembourg public holidays).

6. Suspension of Access

RCDevs may suspend any use of the RCDevs Service, or remove or disable any instance that RCDevs reasonably and in good faith believes violates this Agreement. RCDevs will use commercially reasonable efforts to notify You prior to any such suspension or disablement, unless RCDevs reasonably believes that: (i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (ii) it is necessary to delay notice in order to prevent imminent harm to the RCDevs Service or a third party. Under circumstances where notice is delayed, RCDevs will provide the notice if and when the related restrictions in the previous sentence no longer apply. You acknowledge and agree that RCDevs shall not be liable to you, or any third party, for any suspension, termination, or refusal of access to or use of the Service.

7. Intellectual Property Ownership, Reservation of Rights

Title, copyright, ownership rights, and any other intellectual property rights in and to the Software and RCDevs Service including its Documentation, and each copy thereof are and shall remain the only and absolute property of RCDevs. Except as expressly stated herein, this Agreement does not grant the Licensee any intellectual property rights in the Software and RCDevs Service and all rights not expressly granted are reserved by RCDevs.

8. Commencement and End of the Agreement

a. Trial License : RCDevs may grant the Licensee a trial license for a limited period or until the Licensee ceases to use the license, whichever comes first (“Trial Period”). During the Trial Period, RCDevs has no obligations to the Licensee. However, the Licensee’s obligations under this Agreement shall remain in effect. The Licensee shall not be entitled to any support or maintenance services during the Trial Period. This Agreement enters into force at the (“Start Date”) specified in the Trial License. The termination date of this Agreement shall be the earlier of the end-of-use date of the Trial License or the expiration date of the Trial License specified in the Trial License. Your rights shall automatically and immediately extinguish without any prior notice from RCDevs if You fails to comply with the provision of this Agreement and at the termination date of this Agreement.

b. Enterprise Edition : This Agreement enters into force at the date written in the Invoice (the “Effective Date”). The term of this Agreement is written in the Invoice (the “Term”). This Agreement is terminated on the day of expiration of the Term. Your rights shall automatically and immediately extinguish without any prior notice from RCDevs if You fails to comply with the provision of this Agreement and at the expiration date of this Agreement.

c. Trial and Enterprise : This Agreement may be terminated by either party prior to the end of the Term if the other party is in material breach of any term or condition of this Agreement and such breach is not remedied for a period of thirty (30) days after the party in breach has been notified in writing of such breach by the other party. Upon expiration or termination of the Agreement for any reason, the limited right to use the RCDevs Service granted to Licensee under this Agreement will immediately terminate and You has no further right to use the software in any way. You shall immediately desinstall, delete, destroy or return at his own costs all related materials to RCDevs.

1. Disclaimer of warranties

THE LICENSEE ACKNOWLEDGES THAT RCDEV'S SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED GUARANTEE OF ANY TYPE, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER RCDEV'S, HIS LICENSE PROVIDERS NOR COPYRIGHT HOLDERS PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. RCDEV'S SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. NO GUARANTEE FROM RCDEV'S OR ANY OTHER PARTY EXISTS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE AND THE RCDEV'S SERVICE WILL COMPLY WITH THE LICENSEE'S REQUIREMENTS OR THAT THE SOFTWARE AND THE RCDEV'S SERVICE OPERATION WILL BE SMOOTH AND FREE OF ERRORS, OR COMPATIBLE WITH PRE-EXISTING EQUIPMENT OR SOFTWARE. THE LICENSEE ASSUMES FULL LIABILITY AND RISK FOR SELECTION OF THE SOFTWARE AND RCDEV'S SERVICE TO ACHIEVE RESULTS INTENDED BY HIM AND FOR THE INSTALLATION, USE AND RESULTS THAT HE WILL ACHIEVE WITH THE SOFTWARE AND RCDEV'S SERVICE.

THE LICENSEE ACKNOWLEDGES AND AGREES THAT RCDEVs UNDERTAKES WARRANTY FOR ONLY THAT WITHIN THE EFFECT OF THIS AGREEMENT, THE SOFTWARE AND RCDEVs SERVICE WILL GENERALLY PROVIDE THE FUNCTIONS DETERMINED IN THE DOCUMENTATION.

9. No Further Obligations

This Agreement imposes no obligations on RCDevS except for the obligations specifically listed in this Agreement. RCDevS shall have no obligation to provide any support, consultancy, training for the Software and Service.

The Licensee acknowledges and agrees that this Agreement does not include any support or maintenance terms of the Software. The Software support and maintenance services will be delivered according to RCDevS' Software support and maintenance terms, which are available from RCDevS in a separated agreement.

10. Liability

RCDevS shall have no liability to the Customer under the Agreement in the event of :

- a) any act, omission, fault or negligence of a third party not connected to RCDevS, and in particular any unauthorised access to RCDevS Service;
- b) any act of piracy, viruses, worms, trojan horses or other harmful codes that affect or may affect RCDevS Service, and/or the provision of the Services;
- c) any modification (or attempted modification) of the Software or RCDevS Service by You or a third party not authorised by the RCDevS;
- d) downtime caused by routine or emergency maintenance, repair or upgrade to the Services provided that, if such maintenance, repair or upgrade requires the Service to be restricted or suspended, RCDevS shall use reasonable endeavours to notify the Licensee by email as soon as reasonably practicable in advance of the likely duration of such restriction or suspension and shall endeavour to resume the Services as soon as reasonably practicable;
- e) any interruption, partial or total failure of the Services due to any variation of the bandwidth or any failure of the RCDevS' Supplier's ISP/Access Provider;

The majority of stored data is encrypted for security. While RCDevS takes measures to safeguard the backup data, RCDevS is not responsible for the Licensee's data content. Licensee is strongly advised to maintain its own backup copies to ensure complete data protection on its end.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL RCDEVs, HIS OFFICERS, EMPLOYEES AND/OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, SAVINGS OR SALES, OR FOR ANY LOSS OF DATA, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR CONSEQUENTIAL DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE SOFTWARE OR THE SERVICE, EVEN IN THE EVENT THAT RCDEVs OR HIS LICENSE PROVIDERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN JURISDICTIONS AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF RCDEVs, HIS OFFICERS, HIS EMPLOYEES AND/OR LICENSE PROVIDERS IN SUCH CIRCUMSTANCES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF FEES PAID BY THE LICENSEE FOR THE CURRENT YEAR IN WHICH THE BREACH OF CONTRACT OCCURRED. THIS LIMITATION SHALL APPLY TO ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES.

No provision of this Agreement shall affect the rights of such a Party for which the law recognizes the rights and position of a consumer. RCDevS on its own behalf, on behalf of its officers, employees and on behalf of its license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in clauses 9 and 11, except for any other purpose or in any other matters.

12. License Fee and Payment Terms

The Software is licensed not sold. A fee for the Service shall be specified in the relevant Invoice for the RCDevS Service (the "Fee") which shall make reference to the Maximum Concurrent Users and or Maximum Hosts and Allocated Resources for which the RCDevS Service is designated. The payment of the Fee must be done in advance. After the reception of the payment for the Fee by RCDevS, You shall become entitled to use the RCDevS Service in accordance with the terms and conditions of this Agreement throughout the period for which You have acquired the right to use the

RCDevs Service. By paying the Fee, You agree to be bound by the terms and conditions of the present Agreement. You shall be liable for the fulfillment of tax and duty charges related to the provision of the Service stipulated by applicable law, except for income taxes of RCDevs in RCDevs' country. If the Fee is not paid by the due/maturity date, the RCDevs Service shall be automatically suspended and You shall pay all costs connected with the recovery of a receivable due, including attorney fees and court fees (on an attorney-own-client scale).

The RCDevs Service Fee does not include the support and maintenance services for the Software.

In the event that the payment of the Fee is not received by RCDevs before the Effective Date, You can ask RCDevs by written for a temporary Software License ("Temporary License") to use the RCDevs Service before the payment is received by RCDevs. RCDevs may at its sole discretion generate the Temporary License for You.

If the payment of the Invoice is not received by RCDevs before the payment delay approved by RCDevs and before the expiration date of the current license, RCDevs may at its sole discretion extend Your current license by generated a temporary license. If RCDevs decides not to extend the license, You have not the right to ask for a compensation and RCDevs will not be responsible of the damage occurred by the interruption of the Service.

In the event that You need to use the RCDevs Service on more Hosts or exceed the number of Maximum Concurrent Users licensed or exceed the limits of the Allocated Resources, You agree to request from RCDevs and pay for the required additional Hosts and/or Concurrent Users and/or updated Allocated Resources.

In the event that RCDevs discovers that You use the Software in a way that exceeds the number of Maximum Hosts or Maximum Concurrent Users licensed or the Allocated Resources limits, RCDevs shall revoke this Agreement and/or seek any other legal remedies to which it is entitled.

13. Compliance

You shall comply with all applicable laws and regulations in connection with your access and use of the RCDevs Service. The RCDevs Service, including any related software, documentation, and any information pertaining to it, may be subject to import and export controls imposed by applicable governments. You agree to strictly adhere to all such controls and acknowledge that you are responsible for obtaining any necessary licenses or permits related to the export, re-export, transfer, or import of the RCDevs Service.

14. Applicable Law

This Agreement shall be governed by and construed in accordance with the Luxembourg law. You expressly agree that exclusive jurisdiction for any claim or dispute with RCDevs or relating in any way to his use of the Software resides in Luxembourg and he further agrees and expressly consents to the exercise of the personal jurisdiction in courts of competent jurisdiction in Luxembourg in connection with any such dispute or claim.

15. General Provisions

If any provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. Those shall remain valid and enforceable under the terms and conditions stipulated herein.

This Agreement between You and RCDevs represents the single and entire Agreement applying to the RCDevs Service and completely supersedes any prior agreement, license, representations, negotiations, obligations, reports, or advertisement of information related to the RCDevs Service.

16. Confidentiality

The Parties undertake obligations, that any and all business and other facts, information, solutions or data which are characteristic to one or both of the Parties and of which disclosure to the public or of which acquisition or use by unauthorized persons are likely to hurt or imperil the rightful financial, economic or market interests of the Parties - provided the given Party has taken all of the necessary steps to keep such information confidential and has marked this information as Confidential - shall be treated as business secret by the Parties and none of the Parties are authorized to release business secrets to third parties. Notwithstanding the foregoing and on the strict condition of non-disclosing any Licensee's business secrets, RCDevs is entitled to list and disclose Licensee's name and to publish use cases related to the relationship established by this Agreement.

During the term of this Agreement, RCDevs will collect some personal data such as the name, electronic mail and address of some representatives of Licensee as required by law or for legitimate business purposes and in compliance with the EU General Data Privacy Regulation coming into force May 25, 2018. Licensee expressly consents to the collection and processing of such information by RCDevs. This information will not be transferred to any third party or processed by RCDevs for any other purposes than the ones for which the data was initially collected. Any person concerned by such private data collection can contact RCDevs anytime at privacy@rcdevs.com to access, modify or delete one's information.

You agree to receive electronically all communications, agreements, and notices that RCDevs provides in connection with RCDevs Service ("Communications"), including by e-mail, text, in-app notifications, or by posting them on the

RCDevs web site. You agree that all Communications that RCDevs provides to You electronically satisfy any legal requirement that such Communications be in writing.

17. Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement due to a force majeure event, which shall mean any event or circumstance beyond the reasonable control of such party, including but not limited to:

- Acts of God;
- War, terrorism, or other civil unrest;
- Strikes, lockouts, or other labor disruptions;
- Pandemics;
- Fire, flood, or other natural disasters;
- Government actions or regulations;
- Failure of third-party suppliers or vendors;
- Unavailability of telecommunications, power, or other utilities; or

Any other event or circumstance that is beyond the reasonable control of such party.

18. Non-Solicitation

During the period commencing on the Effective Date of the Agreement and ending one year following the termination date of this Agreement, the Client shall not, without RCDevs prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the RCDevs Group; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the RCDevs Group; or (iii) hire, on behalf of the Client or any other person or entity, any person who is employed by the RCDevs Group. During the period commencing on the Effective Date through and ending one year following the termination date of this Agreement, the Client will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of RCDevs Group with, or endeavor to entice away from RCDevs group, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of RCDevs Group.

19. Amendments to this Agreement

RCDevs may at any time amend, delete or add to this Agreement (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the RCDevs website. A Change will be made unilaterally by RCDevs and You will be deemed to have accepted the Change after he has received notice of it. RCDevs will give You one month' notice of any Change with the Change taking effect once the one month notice period has passed, except the one month notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which neither reduces Your rights nor increases the Licensee responsibilities. In such instances, the Change will be made without prior notice to You and shall be effective immediately.