

This version of the contract has been published on June 11th, 2024.

This RCDevs 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”) 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 Service as made generally available by RCDevs.

“**RCDevs Service**” means the hosted RCDevs software-as-a-service offering. RCDevs Service includes applicable Documentation and may also include Software.

“**Software**” means the RCDevs computer programs, including Upgrades, firmware and applicable Documentation.

“**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. Right to use**

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.

**a. Trial License :** Subject to Your compliance with the terms and conditions of this Agreement and provided that You have discharged your obligations hereunder, RCDevs grants You a non-transferable and non-exclusive license to (i) use the RCDevs Service on a limited number of Concurrent Users of OpenOTP Server and on a limited number of Hosts of SpanKey Server as specified in the order of the trial license (“Number of OpenOTP Users” and “Number of SpanKey Hosts”).

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

You may install and use the RCDevs Service for your internal purposes and only for the period of one month. The RCDevs Service License is provided by RCDevs. At any time and after the one month trial period, you will have the possibility to purchase an Enterprise license of RCDevs Service.

If You fail to stop using the trial version after the one month trail period, 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.

**b. Enterprise License :** 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 License Fee referred to in clause 11 when due and payable (as per the relevant invoice for the RCDevs Service License (“Invoice”)), RCDevs grants You a non-transferable and non-exclusive license to (i) use the RCDevs Service on a limited number of Hosts for SpanKey as

specified in the Invoice (the “Maximum Hosts”) and (ii) for a limited number of Concurrent Users for OpenOTP as specified in the Invoice (the “Maximum Concurrent Users”).

You may install and use the RCDevs Service for your internal purposes and only for the period for which You purchased the RCDevs Service License as specified in the Invoice (the “Term”). The RCDevs Service License is provided by RCDevs.

**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 Services**

The RCDevs Service allow You to use :

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

**(i) Your Instance** – You can create an instance of RCDevs WebADM/OpenOTP/SpanKey (“Your Instance”) by accessing the link <https://admin.eu1.openotp.com/webapps/trialreg/>. The creation of Your Instance requires you to (i) accept the RCDevs Terms and Conditions of this Agreement, (ii) your electronic mail address, (iii) your full name, (iv) information about the number of users and/or hosts for the license, (v) the name of your organisation, (vi) submit any other form of information, as determined by RCDevs in its sole and absolute discretion.

You shall not use the electronic mail and/or name of another person without the authorisation of this person.

You must provide accurate and complete information and keep Your Instance information updated. You are solely responsible for maintaining the security of Your Instance, and you are fully responsible for all activities that occur under Your Instance and any other actions taken in connection with Your Instance. Your Instance is non-transferrable and may not be sold, combined and/or otherwise shared with any other person. If you violate the terms of this Agreement we may terminate Your Instance immediately.

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

You agree not to create an Instance and/or use the RCDevs Service if you have been previously removed by us and/or banned from the RCDevs Service.

You agree 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.

You agree that RCDevs will not be liable to you and/or to any third party for any suspension and/or termination of Your Instance and/or any refusal of any access to and/or use of the RCDevs Service.

You will keep all Your Instance information up to date, use reasonable means to protect Your Instance information, passwords and other login credentials, and promptly notify RCDevs of any known or suspected unauthorized use of or access to Your Instance.

The sign in to your Instance 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.

**(ii) The Content** – RCDevs Service allows 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.

**(iii) 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.

**(iv) Purchase** - You have 2 ways to purchase a license for the use of RCDevs Service: by contacting the RCDevs sales team at [sales@rcdevs.com](mailto:sales@rcdevs.com) or by purchasing a license via the RCDevs online store available at [www.rcdevs.com/store](http://www.rcdevs.com/store). 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 or Documentation available for access by third parties except as otherwise expressly provided in this Agreement
- using the RCDevs Service to develop any derivative work or similar application.
- use the 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 use the RCDevs Service in an unauthorized manner or contrary to its intended use.
- analyze, decompile, copy, disassemble or otherwise attempt to obtain derive source code or other trade secrets from or about any of the RCDevs Servicer. 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.
- You shall not use the Freeware Software and Services in order to avoid payment of the License Fee under clause 11 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
- permit or authorize any person to do or attempt to do anything with respect to the Software that he cannot do himself under this Agreement
- use, modify, interpret, reproduce or transfer his rights to use the Software 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. 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.

## **6. Intellectual Property Ownership, Reservation of Rights**

Title, copyright, ownership rights, and any other intellectual property rights in and to the 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 RCDevs Service and all rights not expressly granted are reserved by RCDevs.

## **7. Commencement and End of the Agreement**

**Trial License** : This Agreement enters into force at the moment ("Start Date") you subscribe to the trial version of RCDevs Service by creating an instance of RCDevs Service. This Agreement is terminated at the end of the use of the trial version that means maximum one month after the Start Date or if You don't use anymore the RCDevs Service during five days. 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.

**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.

**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.

## **8. Disclaimer of warranties**

THE LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS 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, HIS LICENSE PROVIDERS NOR COPYRIGHT HOLDERS PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. RCDEV 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 OR

ANY OTHER PARTY EXISTS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL COMPLY WITH THE LICENSEE'S REQUIREMENTS OR THAT THE SOFTWARE 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 TO ACHIEVE RESULTS INTENDED BY HIM AND FOR THE INSTALLATION, USE AND RESULTS THAT HE WILL ACHIEVE WITH THE SOFTWARE.

THE LICENSEE ACKNOWLEDGES AND AGREES THAT RCDEV'S UNDERTAKES WARRANTY FOR ONLY THAT WITHIN THE EFFECT OF THIS AGREEMENT, THE SOFTWARE 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, maintenance, consultancy, training, upgrades or new releases for the Software.

The Licensee acknowledges and agrees that this Agreement does not include any support or maintenance terms. 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. Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL RCDEV'S, 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, EVEN IN THE EVENT THAT RCDEV'S 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 RCDEV'S, HIS OFFICERS, HIS EMPLOYEES AND/OR LICENSE PROVIDERS IN SUCH CIRCUMSTANCES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO 1.000 EUROS.

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 8 and 10, except for any other purpose or in any other matters.

#### **11. License Fee and Payment Terms**

The Software is licensed not sold. A License Fee for the Software shall be specified in the relevant Invoice for the RCDevs Service License (the "License Fee") which shall make reference to the Maximum Concurrent Users and or Maximum Hosts for which the RCDevs Service is designated. The payment of the License Fee for the RCDevs Service must be done in advance. After the reception of the payment for the License 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 License 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 License for the RCDevs Service stipulated by applicable law, except for income taxes of RCDevs in RCDevs' country. If the License Fee is not paid by the due/maturity date, the License for the RCDevs Service shall be automatically revoked 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 license is generated during the RCDevs working hours.

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

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

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

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, RCDevs shall revoke this Agreement and/or seek any other legal remedies to which it is entitled.

## **12. NFR and Trial Version**

You may use the Software supplied as NFR or trial version exclusively for verifying and testing the Software features. He may also use the NFR Software for demonstration purposes.

## **13. Compliance**

You shall comply with all applicable laws in connection with the RCDevs Service. Without limiting the foregoing, the RCDevs Service, the Software, the Documentation or parts thereof, including the information about the RCDevs Services and parts thereof, shall be subject to the measures on monitoring of imports and exports under legal regulations which may be issued by the governments competent for the issuance thereof under applicable law. You agree to strictly comply with all applicable import and export regulations and acknowledges that he shall be held liable for the obtaining of licenses for 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](mailto: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. 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.

**18. 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.