

This version of the contract has been published on January 11th, 2021.

This RCDevs SpanKey Enterprise Perpetual Software 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 the Licensee entitles the Licensee to use the Software 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"

## Preamble

RCDevs is a company developing and distributing computer software products and providing customer services. This Agreement regulates the provision and use for the Software products licensed by the Licensee. Any counter-confirmation or general terms and conditions of business of contractual Parties are hereby explicitly objected to. The foregoing shall also apply if the submission of offers or acceptance of offers by contractual Parties is made making reference to any prior-ranking applicability of their own general terms and conditions of business.

## Definitions

"**Error**" or "**Errors**" means that the Software when used in the operating environment and otherwise according to the instructions of RCDevs, does not operate materially in essential parts as defined in Software Documentation. The defects or non-conformities causing minor and trivial deviations there from are not considered as errors.

"**Fix**" or "**Fixes**" means the repair or replacement of object or executable code versions of the Software to remedy an Error.

"**Update**" or "**Updates**" shall mean a minor release of the Software consisting primarily of bug fixes and Error corrections. Updates do not include new or additional functionality.

"**New Version**" or "**New Versions**" shall mean a release of the Software including new or additional functionalities.

"**Concurrent Clients**" shall mean the number of client hosts which are able to use the Software functionalities at the same time.

"**Server**" or "**Servers**" shall mean one or several single user computers and/or network servers having the Software installed and running.

"**Licensee**" is the person or the company to whom the license is granted.

**IMPORTANT: READ CAREFULLY:** 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 the Licensee and RCDevs represents the single and entire Agreement applying to the Software and completely supersedes any prior agreement, license, representations, negotiations, obligations, reports, or advertisement of information related to the Software.

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 - shall be treated as business secret by the Parties and none of the Parties are authorized to release business secrets to third parties.

## 1. Software

The Software in this Agreement ("Software") shall mean (i) RCDevs SpanKey Server ("SpanKeyServer"), RCDevs SpanKey Client ("SpanKeyClient"), Web-Based LDAP Administrator ("WebADM"), User Self-Service Desk ("SelfDesk") and Token Self-Registration ("SelfReg") with which the Agreement is provided, (ii) any explaining materials and any documentation related to the Software including, without limitation, any description of the Software, its specification, description of properties, description of control, description of interface in which the Software is used, a manual or installation handbook of the Software or any description of the correct use of the Software ("Documentation"), (iii) copies of the Software, Fix of Errors, if any, of the Software, additions to the Software, extensions of the Software, modified versions of the Software, Updates and New Versions of the Software, if supplied, in respect of which RCDevs grants the License pursuant to clause 3 below ("License"). RCDevs shall supply the Software only in the form of executable code.

## 2. Installation

The Software requires installation. The Licensee must install the Software on a correctly configured Server complying with requirements set out in the Documentation. The manner of installation is specified in the Documentation. No computer programs, applications and the like or hardware which could unfavorably affect the Software may be installed on the Server on which the Software is installed.

## 3. License

Provided that the Licensee has discharged his obligations hereunder, including by paying the License Fee referred to in clause 10 when due and payable (as per the relevant invoice for the Software License ("Invoice")), RCDevs grants the Licensee a non-transferable and non-exclusive license to use the Software on (i) a limited number of Servers as specified in the Invoice (the "Maximum Servers") and (ii) for a limited number of Concurrent Clients as specified in the Invoice (the "Maximum Concurrent Clients").

The Licensee may install and use the Software for his internal purposes and for an unlimited period. The Software License is provided by RCDevs with one or several computer license files. The use of the Software is permitted only for the Server or Servers which network addresses have been included by RCDevs in the relevant license file(s). The Licensee may also make copies of the Software for backup and disaster recovery purposes.

Installation of Fixes, Updates, security corrections and New Versions for the Software is provided and only possible with the subscription to the RCDevs' Software support and maintenance services which is available from RCDevs in a separated agreement.

## 4. Obligations and Restrictions on License



The License is subject to the following obligations and restrictions:

- a. The Licensee shall use the Software only with the authorized Server or Servers, which network addresses have been included in the relevant license file(s). The provided license file(s) may not be shared by alternating use of the Software between different Servers.
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#### **6. Commencement and End of the Agreement**

This Agreement enters into force at the date written in the Invoice (the "Effective Date"). This Agreement is not limited in time.

The Licensee's rights shall automatically and immediately extinguish without any prior notice from RCDevs if he fails to comply with the provision of this Agreement.

This Agreement may be terminated by either party 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 termination of the Agreement for any reason, the limited right to use the Software granted to Licensee under this Agreement will immediately terminate and the Licensee has no further right to use the software in any way. The Licensee shall immediately desinstall, delete, destroy or return at his own costs the Software, all back-up copies, if any, and all related materials to RCDevs.

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

#### **8. 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 and training, corrections, bug fixes, security corrections, 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.

#### **9. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL RCDEVs, HIS OFFICERS,



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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 his own behalf, on behalf of his officers, employees and on behalf of his license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in clause 9, except for any other purpose or in any other matters.

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

The Software is licensed not sold. An annual License Fee for the Software shall be specified in the relevant Invoice for the Software License (the "License Fee") which shall make reference to the Maximum Servers and Maximum Concurrent Users for which the Software is designated. The payment of the License Fee for the Software must be done in advance. After the reception of the payment for the License Fee by RCDevs, the Licensee shall become entitled to use the Software in accordance with the terms and conditions of this Agreement throughout the period for which the Licensee has acquired the right to use the Software. By paying the License Fee, Licensee agrees to be bound by the terms and conditions of the present Agreement. The Licensee shall be liable for the fulfillment of tax and duty charges related to the provision of the License for the Software 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 Software shall be automatically revoked and the Licensee shall pay all costs connected with the recovery of a receivable due, including attorney fees and court fees (on an attorney-own-client scale).

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

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In the event that the Licensee needs to use the Software on more Servers or exceeds the number of Maximum Concurrent Clients licensed, the Licensee agrees to request from RCDevs and pay for the required additional Servers and/or Concurrent Clients.

In the event that RCDevs discovers that the Licensee uses the Software in a way that exceeds the number of Maximum Servers or Maximum Concurrent Clients licensed, RCDevs shall revoke this Agreement and/or seek any other legal remedies to which it is entitled.

#### **11. NFR and Trial Version**

The Licensee 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.

#### **12. Organization and End User Data on End User and Protection of Rights**

The Licensee agrees that RCDevs may check, by his own means, whether the Licensee is using the Software in accordance with the provisions of this Agreement. The Licensee hereby authorizes RCDevs to access the Software data so that RCDevs can identify the Licensee and those end-users and Servers for which the Software is designated and licensed. THE LICENSEE ACKNOWLEDGES AND AGREES THAT ANY INFORMATION, INCLUDING PERSONAL DATA (IN RESPECT OF THE LICENSEE AND THE END USERS), PROVIDED TO RCDEVs MAY BE MAINTAINED AND PROCESSED UNDER LUXEMBOURG JURISDICTION.

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The Licensee shall comply with all applicable laws in connection with the Software. Without limiting the foregoing, the Software, the Documentation or parts thereof, including the information about the Software 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. The Licensee agrees 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 Software.

#### **14. Applicable Law**

This Agreement shall be governed by and construed in accordance with the Luxembourg law. The Licensee expressly agrees 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 the Licensee and RCDevs represents the single and entire Agreement applying to the Software and completely supersedes any prior agreement, license, representations, negotiations, obligations, reports, or advertisement of information related to the Software.

#### **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.

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#### **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 the Licensee will be deemed to have accepted the Change after he has received notice of it. RCDevs will give the Licensee 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 the Licensee rights nor increases the Licensee responsibilities. In such instances, the Change will be made without prior notice to the Licensee and shall be effective immediately.

