

This version of the contract has been published on January 8th, 2021.

This RCDevs OpenOTP Enterprise Software Support and Maintenance Agreement (this "Agreement") is 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, here below collectively and individually referred to as the "Parties" or "Party".

The purpose of this Agreement is to define the support and maintenance services to be delivered from RCDevs to the Licensee for the RCDevs OpenOTP Software.

The support and maintenance terms hereafter are subject to the applicable terms and conditions of the relevant RCDevs Enterprise Software License Agreement (the "Software License Agreement") for the software tools laid down in clause 1.4 of the present Agreement ("Software"). These terms and conditions shall not be applicable to any RCDevs demonstration and testing Software, provided to the Licensee without a proper Software License Agreement ("Evaluation Products").

**IMPORTANT: READ CAREFULLY:** By issuing a PO related to the Software or by downloading, using, installing, copying the Software, or otherwise using the Software, the Licensee acknowledges that he has read this Agreement and fully agrees to be bound by its terms. If the Licensee does not agree to the terms and provisions of this Agreement, he shall not download, install, copy, use the Software or otherwise use the Software. If the Licensee has already downloaded or otherwise obtained the Software and does not agree to the terms and conditions of this Agreement, the Licensee shall delete the Software.

If Licensee is entering into this Agreement on behalf of a company, organization or other entity, Licensee represents that it has such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If Licensee does not have such authority to enter into this Agreement or does not agree with these terms and conditions, Licensee and the entity it represents shall not use the Software and the services.

## 1. Contractual Basis

### 1.1. Preamble

RCDevs is a company developing and distributing computer software products and providing customer services. This Agreement regulates the support and maintenance for the 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.

### 1.2. Definitions

**"Error"** 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.

**"Workaround"** or "Workarounds" means a change in the procedures followed or data supplied to avoid an Error without substantially impairing the Licensee's use of the Software.

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

**"Documentation"** means the then-current, generally available, written user manuals and online help and guides for any Software.

**"Product"** or **"Products"** means Software. Products do not include Evaluation Products.

**"Concurrent Users"** shall mean the number of users registered in the Software who are able to use the Software functionalities at the same time.

**"Servers"** shall mean a single user computer and/or a network servers having the Software installed and running.

**"Support Option"** shall mean the option the Licensee can subscribe to benefit from the service in response to the Licensee's Error Report as describe in the Clause 2 of this Agreement. When this option is purchased by the Licensee the Support Option is specified on the relevant invoice.

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

**"Service Credits"** shall mean days of RCDevs service purchased and pre-paid by the Licensee.

**"Error Correction"** shall mean the use of good-faith and best commercial efforts to correct Errors and shall comprise inspection of Errors in the Software.

## 1.3. Assignment of Rights and Obligations

RCDevs may transfer any of the rights and obligations under this Agreement to third parties at any time and is entitled to use agents for fulfillment of RCDevs' contractual obligations, so long as such third parties have executed confidentiality agreements that protect Licensee's confidential information from unauthorized use and disclosure.

## 1.4. Software

The Software in this Agreement ("Software") shall mean RCDevs OpenOTP Authentication Server ("OpenOTP"), Web-Based LDAP Administrator ("WebADM"), OpenOTP Radius Bridge ("RadiusBridge"), RCDevs Directory Server, SMS Hub Server ("SMSHub"), Single Sign-On Server ("OpenSSO"), User Self-Service Desk ("SelfDesk"), Token Self-Registration ("SelfReg"), OpenID Provider ("OpenID"), Windows Credential Provider ("WindowsCP"), ADFS Authentication Provider ("ADFS"), RDWeb Authentication Provider ("RDWeb"), OpenOTP LDAP Bridge ("LDAPBridge"), RCDevs OpenOTP Software Token ("Soft Token") and branded versions of the RCDevs OpenOTP Software Token if purchased by the Licensee, with which the Agreement is provided.

## 1.5. Subject Matter of support services

The subject matter of support services described in clauses 2.1 and 2.2 below is the submission and correction of Errors encountered by the Licensee. Investigation of errors not covered



by this Agreement, installation services or other support services are not a subject matter of this Agreement.

SMS or e-mail messages delivery problems encountered by the Licensee when using SMS or e-mail message delivery to the end-users in the Software are not a subject matter of this Agreement. RCDevs does not provide SMS or e-mail delivery services for his customers and does not provide any kind of guaranty for the use of such external services. The Licensee shall have a service-level agreement with its SMS or e-mail provider which if exists, is not a subject matter of this Agreement.

Apple and Google not proposing SLA to their customers for Push notifications, Push notifications delivery problems encountered by the Licensee when using the push notifications are not a subject matter of this Agreement.

The hardware tokens and software tokens used by the Licensee with the Software are not a subject matter of this Agreement. Nevertheless RCDevs supports Errors directly related to interaction of the Software with any OATH hardware tokens or software tokens certified compatible with OpenOTP by RCDevs.

## 2. Software maintenance services and Support Option

All support and maintenance services are provided remotely from RCDevs' premises.

Queries for specific technical problems and failures are possible at any time. For this purpose, the Licensee will send an electronic message indicating the exact problem description and a classification in the following priority and error levels.

### 2.1. Software maintenance

- **Fixes, Updates and New Version.** RCDevs shall provide the Licensee with access to RCDevs' online resources, offering the Licensee the ability on a 24x7 basis (24 hours a day, seven days a week) to download Documentation, patches and bug fixes. RCDevs' on-line Web resources are currently hosted at the following Web address: <http://www.rcdevs.com/>.
- **Error submissions.** If the Licensee encounters an Error in the Software, he can submit this Error to RCDevs by sending an e-mail to [support@rcdevs.com](mailto:support@rcdevs.com), describing the problem encountered.
- **How to report an Error.** Errors shall be reported by the Licensee's contact person by e-mail including the following information ("Error Report"):
  - Description of the Error, expected behaviors and description of the configuration and steps taken to reproduce the Error;
  - Product, version number and operating system used;
  - Customer ID, Company, Contact Person, mail address, e-mail address, telephone number;
  - Licensee's opinion on the level and/or severity of the Error.
  - Before the Error Report is sent to RCDevs, the Licensee shall:
    - Check that the Error has not previously been reported;

- Verify that a proper Agreement is in place for the affected RCDevs Software; and
  - Use all best efforts to verify that the Error can be reproduced.
- If the Error concerns RCDevs "WebADM" software or any other RCDevs software related to "WebADM", the Licensee should generate an electronic support ticket file from the "WebADM" customer support ticket system, and provide it as part of the support request.

### 2.2. Support Option

When purchasing the support and software maintenance of the Software, the Licensee can subscribe to the RCDevs Support Option. If the licensee subscribed to the Support Option, RCDevs shall proceed to Error Correction as specified in this Agreement.

If the Licensee did not subscribe to the RCDevs Support Option, RCDevs has no obligation to investigate and fix the issue reported by the Licensee.

- Error classifications
  - Level A Error (system does not work): means an Error, which (i) renders the Software inoperative; or (ii) substantially degrades performance; or (iii) causes any major feature to be unavailable or substantially impaired; or (iv) causes a complete failure of the Software. Level A Error will prohibit the Licensee from using complete Software or its main functions.
  - Level B Error (system works with limited functions): means an Error, which degrades the performance of the Software or restricts the Licensee's use of the Software. Level B Error will prohibit the Licensee from using one or more of the functionalities of the Software that cannot be considered as main functionalities, or other problems having moderate impact on Software.
  - Level C Error (system basically working with errors/problems with specific functions): means an Error, which causes only a minor impact on the use of the Software. Level C Errors will be minor, not belonging to Level A or Level B.
- If the Licensee subscribed to the RCDevs Support Option and the Licensee submitted an Error as specified in the Clause 2.1 of this Agreement, RCDevs ensures the following response times via e-mail:
  - Level A: Response within the next working day (Monday – Friday, 9 a.m. until 5 p.m. Luxembourg local time excluding Luxembourg public holidays). RCDevs shall allocate resources to work continuously during normal office hours to solve the problem as soon as possible and provide a Fix for the Error. If the Error can be circumvented by a Workaround, this will be communicated to the Licensee, and the Error will be re-classified accordingly.
  - Level B: Response within the working day after next (Monday – Friday, 9 a.m. until 5 p.m. Luxembourg local time excluding Luxembourg public holidays). RCDevs shall exercise commercially reasonable efforts to provide a Fix for the Error.
  - Level C: Response within the next five days (Monday – Friday, 9 a.m. until 5 p.m. Luxembourg local time excluding Luxembourg public holidays). RCDevs may

include the Update or Fix for the Error in the next Update or New Version of Software.

Exclusively applicable is the local time at the seat of RCDevs. Exclusively applicable regarding holidays are the legal holidays at the seat of RCDevs.

RCDevs may supply solutions for reported Errors either in the form of a Workaround, a Fix, an Update or a New Version of the Software, whichever is necessary.

If RCDevs believes that a problem reported by the Licensee is not due to an Error in the Software, RCDevs will so notify the Licensee. At that time, the Licensee may (i) instruct RCDevs to proceed with problem determination at his possible expense as set forth below or (ii) instruct RCDevs that he does not wish the problem pursued at his possible expense. If the Licensee requests that RCDevs proceed with problem determination at his possible expense and RCDevs determines that the error was not due to an Error in the Software, the Licensee shall pay RCDevs, at RCDevs' then-current extra-consulting rates or by Service Credits if any, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. The licensee understands and accepts that if he requests RCDevs to proceed with problem determination, RCDevs can't not estimate in advance the time needed to complete the work.

If RCDevs investigates and discovers that a problem reported by the Licensee is not due to an Error in the Software, RCDevs will so notify the Licensee and the Licensee shall pay, at RCDevs' then-current extra-consulting rates or by Service Credits if any, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith.

RCDevs shall invoice the Licensee at RCDevs' then-current extra-consulting rates, for Software repair, support and maintenance in case the Error is not covered by this Agreement. The Licensee shall pay upon receipt of the invoice by wire transfer or by Service Credits if any.

### **2.3. Content of support and software maintenance services**

RCDevs will provide software support and maintenance services for any previous version of the Software for no longer than twelve (12) months from publication of the version. This time period may be extended by RCDevs at its sole discretion.

The support and maintenance services apply to the Software and any applicable Updates, but not to any new Products of the same product family or other products from RCDevs. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products, as well as the terms of use thereof, for which this Agreement has been concluded.

When the Licensee subscribes to the Support Option, RCDevs will use best efforts to respond to Error Report but does not provide any guaranteed response time nor service availability other than as set forth in Clause 2.2 above.

### **2.4. Number of Servers and Concurrent Users**

The terms of this Agreement are applicable under the condition that the number of Servers and of Concurrent Users in use in the Software at any one time does not exceed the number of Maximum Servers and of Maximum Concurrent Users specified in the relevant invoice for the support and maintenance services ("Invoice").

If the number of Servers and/or Concurrent Users exceeds the numbers specified in the Invoice, the terms of this Agreement shall become inapplicable until a new invoice is generated according to the new Licensee's requirements, and during this period, RCDevs reserves himself the right not to provide the support and maintenance services.

The Licensee shall notify RCDevs for extending the number of Maximum Servers and/or Maximum Concurrent Users for the current Agreement and a new invoice shall be generated accordingly and paid by the Licensee.

## **3. Payments**

Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by RCDevs.

If the support and maintenance services expire or are terminated, and the Licensee subsequently seeks to reinstate support and maintenance services, the Licensee shall pay: (a) the cumulative support and maintenance services fees applicable for the period during which support lapsed; and (b) the annual support fees for the current period; and (c) plus a reinstatement fee equal to 20% of the cumulative support and maintenance services fees applicable for the period during which support lapsed. By paying the fees, the Licensee agrees to be bound by the terms and conditions of the present Agreement.

## **4. Licensee Obligations**

### **4.1. Documenting Errors**

To guarantee the best level of efficiency, the Licensee shall use good-faith, reasonable efforts to isolate and document Errors to enable RCDevs to fulfill his obligations herein. Once a Service Request has been initiated, the Licensee will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software, description of Error, any error messages, and any requested support files. Only the compliance with this obligation to cooperate as an essential contractual performance will enable the provision of all support services in a timely and due manner.

### **4.2. Maintaining Product Integrity**

The Licensee will follow RCDevs best practices guidelines as defined in the Documentation, which include maintaining an onsite disaster recovery for each server to enable RCDevs to restore the appliance in accordance with the Licensee's configuration. The Licensee agrees to not install any third party non-certified software without written notification to, and prior written authorization by, RCDevs technical support in order to ensure RCDevs's ability to maintain accurate records of the Licensee's existing environment.

## **5. Additional Exclusions**

RCDevs shall have no obligation to maintain or support Software in the following conditions:

- Altered, damaged or modified Software;
- Software problems resulting from inaccurate storage of the Software or problems caused by the Licensee's negligence, abuse or misapplication, insufficient or incorrect maintenance performed by third parties, use of Software for other than intended purposes or other causes beyond the foreseeable control of RCDevs;



- Software installed on any computer hardware and/or software system that is not supported by RCDevs and Software. RCDevs shall not be responsible for server hardware failures and the disturbance caused by external devices or software to the Software;
- Software installations using an amount of Servers and/or Concurrent Users exceeding the limitations in the Invoice (Maximum Servers and/or Maximum Concurrent Users).

In addition, support excludes any Error for which a correction is available in a subsequent Software version than that currently operated by the Licensee and which has been made available to the Licensee by RCDevs.

RCDevs is not responsible for the delay of Apple and Android to proceed to the Soft Token publications.

## 6. Warranty

### 6.1. Services Warranty

RCDevs warrants during the term of support and maintenance that such support and maintenance services shall be performed in a workmanlike manner consistent with generally accepted industry standards. Notwithstanding anything to the contrary contained herein, RCDevs does not warrant or represent that all Errors can or will be corrected.

### 6.2. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, RCDEV'S PROVIDES SUPPORT AND MAINTENANCE SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

### 6.3. LIMITATION OF LIABILITY

EACH PARTY AND ITS THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AND ITS THIRD PARTY SUPPLIERS' LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO 5.000 EUROS. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION.

### 6.4. Software Licenses

All Software Versions or other enhancements, modifications or fixes to the Software provided to the Licensee pursuant to this Agreement constitute RCDevs Software licensed to the Licensee under any applicable Software License Agreement between RCDevs and the Licensee. This Agreement is not an amendment to any such Software License Agreement but is a separate binding agreement that incorporates terms of any such Software License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any "Miscellaneous" or "General"

provisions of any such Software License Agreement in their entirety.

## 7. Performance of the Agreement

### 7.1. Commencement and End

This Agreement enters into force at the date written in the Invoice (the "Effective Date"). The initial term of this Agreement is written in the Invoice (the "Initial Term"). This Agreement is terminated on the day of expiration of the Initial Term.

This Agreement may be terminated by either party prior to the end of the Initial 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.

### 7.2. Termination of Software License Agreement

Support and maintenance services for the Software shall automatically terminate upon the termination of the Licensee's right to use the Software pursuant to the applicable Software License Agreement.

In the event that the applicable Software License Agreement terminates prior to expiration of the current Agreement, the Licensee shall have no right to a refund of any previously-paid support and maintenance services, provided however that if Licensee terminates the applicable Software License Agreement because of RCDevs' breach of that agreement, then Licensee will be entitled to a pro-rata refund of the annual fees paid for support for the support term in which the termination becomes effective.

## 8. General Provisions

### 8.1. Choice of Law and Venue

This Agreement shall be construed in accordance with, and governed by Luxembourg law and any dispute arising out of this Agreement shall be submitted to the Luxembourg competent courts. Should Luxembourg law make reference to foreign jurisdictions, this reference is excluded. The application of the UN Sales Convention is explicitly excluded.

### 8.2. Interpretation of the Agreement

If any of the provisions of this Agreement should be or become invalid, ineffective or unenforceable, that will not affect the effectiveness of the remaining provisions. The same applies to omissions in individual provisions and/or parts of this Agreement. In such a case the Parties shall replace the cancelled or incomplete provision by another, legally effective provision meeting the purpose of the cancelled provision to the largest extent possible.

### 8.3. Entire Agreement

This Agreement represents the single and entire Agreement applying to the maintenance and support services for the Software between the Licensee and RCDevs and supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties, whether oral or written, with respect to such subject matter. Notwithstanding the foregoing, this Agreement may be superseded by the existing enterprise license agreement for the Software between the Licensee and RCDevs.

## 9. 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. In accordance to the law, RCDevs will delete this data in a reasonable delay after the end of any business relationship with the Licensee and will only retain the data as long as necessary for the provision of services to the Licensee under this Agreement or as otherwise required by law. 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.

The Licensee agrees to receive electronically all communications, agreements, and notices that RCDevs provides in connection with any RCDevs Products ("Communications"), including by e-mail, text, in-app notifications, or by posting them on the RCDevs web site. The Licensee agrees that all Communications that RCDevs provides to the Licensee electronically satisfy any legal requirement that such Communications be in writing.

## 10. 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.

## 11. 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.