Software Licensing Agreement

THIS SOFTWARE LICENSING AGREEMENT (hereafter also referred to as **"License"**) establishes the terms and conditions governing the contractual relationships between **Primeur Group S.r.l.**, a company with registered office in Piazza Tre Torri no. 2, 20145 Milan (MI) (ITALY), C.F. and VAT number 13403490967, represented by its Managing Director, Mr. Stefano Musso (hereinafter **"Primeur"** or "**Licensor**"), and the customer (hereinafter "**Customer**" or "**Licensee**") (Primeur and Licensee hereinafter individually referred to as the "**Party**", and, together, as the "**Parties**"), and under which Primeur grants the Customer a license for the use of the software programs (the "**Products**") specified in the Offer executed by Licensee (the "**Offer**").

1. DEFINITIONS:

1.1. The following capitalized terms shall have the following meanings in this Software Licensing Agreement:

- **"Authorized Processing Capacity"** shall denote the specified limits and metrics associated with the Customer's usage rights as outlined in the Offer. This may include, but is not limited to, either the number of copies, number of processors, number of MIPS, number of PVUs, number of cores, as well as the count of Executed Integration Flows or Monitored Integration Flows, the count of counterparts, and the scalability of the infrastructure, or any other relevant criteria detailed in the Offer that define the permissible processing capacity under this Software Licensing Agreement.
- **"Confidential Information"** shall mean any confidential information embodied in any Product, which shall be treated as specified under Article 5.
- "**Date of Effect**" shall mean the date of execution of this License.
- "**Duration**" shall mean the time set in the Offer during which the License shall be valid and any related service provided.
- **"Executed Integration Flow"**: a sequence of actions (e.g., transfers, transformations) performed by the Product to acquire, process, and deliver data, contributing to a business integration.
- "**License**" or "**Software Licensing Agreement**" shall mean this agreement by and between Primeur and Licensee.
- "**License Fee**" shall mean any fee, charge, price agreed in the Offer for granting to Licensee the usage of the Products.

PRIMEUR GROUP SRL sole shareholder
Company subject to the management and coordination of TOPICUS.COM COOPERATIEF U.A.-NL

Tax Code No./VAT No./Company Register MILAN MONZA BRIANZA LODI No. 13403490967
REA MI No. 2720950 - Share Capital: 10.000,00€

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- "**Licensed Installation"** shall mean the specific instance or installation of the Product authorized by the Licensor for usage under this License. This authorization may, at the discretion of Primeur, be associated with a specific MAC address or CPU ID for identification purposes. Additionally, the Licensor shall specify the number of copies or instances covered by this authorization, detailing the permitted installations or usage under this License.
- "**Maintenance and Support Fee**" shall mean any fee, charge, price agreed in the Offer for providing to Licensee the Technical Support and Maintenance Service for the Products.
- "**Maintenance Service**" shall mean the maintenance activity that may be provided under Article 4.
- "**Monitored Integration Flow"**: a set of observed actions across one or more systems that together implement a business integration.
- "**Offer**" shall mean a written or electronic Offer issued by the Licensor for the Products subscribed or sold and for any related service, together with any exhibit attached thereto, inclusive of Primeur General Terms & Conditions. Such Offer is to be considered part of this License.
- "**Product**" shall mean any Primeur software or software platform identified in the Offer and shall include the object code, the User Documentation as well as the Fixes, TFs, modifications, minor versions, provided by Primeur or made to the Products by or for the Customer in accordance with this License.
- **"Technical Support**" shall mean the support activity that may be provided under Article 4.
- "**User Documentation**" shall mean any user manuals and instructions provided with the Products.

2. USAGE RIGHTS

2.1. Subject to this License and its terms and conditions, Primeur grants to the Customer the right to use on a non-exclusive, non-sublicensable, and non-transferable basis one copy of the object code version of the Products and one copy of the User Documentation, for the Duration and usage agreed within the Offer.

Therefore, user rights granted to the Customer are limited to the type and manner of use indicated in the Offer, which sets as well the Customer Authorized Processing Capacity.

2.2. In case the Authorized Processing Capacity is exceeded, the Customer shall with no delay inform Primeur and an additional compensation shall be charged by Primeur for the increased processing capacity.

2.3. Upon the signature of both the Offer and this Software Licensing Agreement, Primeur shall deliver with no delay one (1) package of the Products to the Customer and one (1) license to allow immediate access to the Products, under terms and conditions set herein. Payment of the License Fee shall be due upon execution by the Licensee of the Offer.

2.4. Unless otherwise stated within the Offer, the Customer may use the Products exclusively for internal use and for its own business activities. The Customer shall not entrust, nor allow

to others to entrust, the use of the Products to third parties. The Customer shall not sell, grant under license or sub-license, publish, distribute, rent, lease or otherwise transfer the Products or use, show or otherwise make use of the Products in the activity of providing a service or for the benefit of third parties, even if free of charge.

2.5. The Customer shall not copy the Products, partially or totally, except for purposes of disaster recovery, program error checking and back-up. The Customer may install the Products on alternative processing capacity in the same or a different Customer site for the aforesaid purposes or use in emergency situations. Unless previously and expressly authorized in writing by Primeur, the Customer shall not copy, modify, translate or prepare works derived from the Products in any other case. The Customer shall conserve and shall, on the basis of a written request, provide Primeur with appropriate records of the quantity and location of all the copies, partial or total, of the Products, within five working days from request.

2.6. In the event of a serious malfunction that makes the Licensed Installation unusable, the Customer can, on the basis of a timely written warning sent to Primeur, use the Products temporarily on a non-licensed installation. When the Licensed Installation becomes operational again, the Customer must promptly return the Products to the Licensed Installation and the aforementioned temporary right of use shall be revoked.

2.7. The Customer can swap the Licensed Installation with another installation, provided that all related payments are made by the Customer, the previous use is interrupted and the Customer continues to use the Products according to the terms of this License. The Customer shall provide Primeur with a written notice at least 30 days before the aforementioned movement, enclosing the new address and the specifics of such Licensed Installation. This one shall be the new Licensed Installation.

3. LICENSE FEE, PAYMENTS AND INVOICING

3.1. The License Fee for the use of the Products, resulting from the executed Offer, shall be invoiced to the Customer by Primeur, according to the terms of the Offer.

3.2. All the consideration is exclusive of VAT. The Customer agrees to pay sums equal to all the amounts relating to value added tax, tax on sales, use, inland duty, property or other similar taxes, penalties or interest that may be imposed by any tax authority in connection with the use of the Products by the Customer, with the exception of any tax that is based on the income of Primeur. If, according to the applicable law, the Customer has to pay advance withholding taxes immediately on the amount due, the Customer shall inform Primeur of such withholding tax ahead of payment and shall promptly provide Primeur with the original receipts that demonstrate payment of said tax to the competent tax authority.

4. MAINTENANCE SERVICE AND TECHNICAL SUPPORT OF THE PRODUCTS

4.1. Whether agreed in the Offer executed by Licensee, Primeur shall provide to Licensee a maintenance service (the "**Maintenance Service**") as well as a Technical Support (the

"**Technical Support**") for the Products, at the support level and for the time period set therein, against the payment of the agreed Maintenance and Support Fees.

The Maintenance and Support Fee shall be set in the Offer executed by Licensee.

5. OWNERSHIP RIGHTS – CONFIDENTIAL INFORMATION

5.1. The Customer is aware that:

5.1.1. the Products constitute and/or incorporate intellectual property, trademarks, know-how, industrial secrets and confidential information (hereinafter "**Confidential Information**") owned by Primeur or by its subsidiaries or parent companies;

5.1.2. Primeur and its subsidiaries and parent companies possess and shall retain every right, ownership or interest in the Products (including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, settings, artwork and moral rights, whether registered or not, and all applications thereof) and in the Confidential Information; and

5.1.3. the Customer does not obtain any other right over or to the Products other than the right to use the Products, in accordance with the terms of this License. Nothing in this License may be interpreted as attributing any ownership or property rights to the Customer. The Customer shall not carry out any reverse engineering operation, decompile, disassemble or apply any process, technique or procedure or make any attempt to discover or extract the source code of the Products, except for those cases in which the Customer is expressly authorized to do so according to the applicable regulations or with Primeur's written consent.

5.2. The Customer undertakes to keep the Confidential Information private and not to disclose it, nor to make it or any partial or total copy of it available or accessible, nor to allow its employees, agents or advisers to make it or any partial or total copy of it available or accessible to third parties, in any way, without the prior written consent of Primeur. The internal disclosure of Confidential Information by the Customer to its employees, agents or consultants may take place only after a written agreement has been signed that imposes the confidentiality of the Confidential Information and specifies the limits regarding the use thereof. The Customer shall provide reasonable assistance to Primeur in legal initiatives against third parties who violate any right of Primeur on the basis of this License or rights attributed by law in relation to each Product provided.

5.3. The provisions of this Article 5 shall apply to the Products as delivered by Primeur, or as modified or otherwise perfected by or for other parties, and to all Confidential Information that has been given to the Customer before the date of this License.

5.4. The assessment of any use of the Products by the Customer to an extent that exceeds the limits agreed between the Customer and Primeur, including the use of the Products with a processing capacity greater than the Authorized Processing Capacity, shall give Primeur the right to invoice the Customer an additional charge for the increased use, calculated according to the rates and charges of Primeur in force at the time.

5.5. The Customer agrees that Primeur may remotely assess or, subject to reasonable advance notice, access the offices of the Customer during normal working hours, in order to check the use of the Products and the compliance of the Customer with the provisions of this License, also with the assistance of a third party nominated by Primeur. In addition, the Customer agrees to reply to verification letters confirming the use of the Products.

5.6. The Customer is aware that Primeur and third parties owners of the rights on the Products have the right to undertake all reasonable initiatives in order to protect their ownership rights and interests, including, but not limited to, injunctions and any other remedy provided for by applicable law.

5.7. The violation by Licensee of any provision of this Article 5 shall cause the immediate termination of both this License and the use rights envisaged herein by Primeur.

5.8. Some Products may be equipped with protection devices that limit the installation of the Product if it is used or removed in a way that is not permitted.

5.9. Primeur reserves the right to review, change, rewrite, alter or elsehow modify the Product at any time without notice to the Customer. Such review, changes, rewriting, alterations, or modifications shall be subject to the terms and conditions of this License.

5.10. The Products may contain third-party software or modules, which may be delivered to Customers as part of the Product itself and may not be taken out of the Products or used separately from the Products and for which additional terms may be applicable. In such cases, the terms of use applicable to third-party software or modules incorporated in the Products shall concern and apply only to such software or modules.

6. LIMITED WARRANTY

6.1. For a period of 1 (one) month starting from the Date of Effect of the License, Primeur guarantees the substantial correspondence between the functions performed by the supplied Product and the functions described in the related User Documentation. Therefore, if during the aforesaid period a provided Product does not substantially perform the functions described in the User Documentation, the Customer shall promptly inform Primeur in writing of the alleged defect. If said defect occurs in a current and unaltered version of the Product, Primeur, at its own cost and expense and within thirty (30) days of receiving such written information, shall correct said defect, shall provide the Customer with a schedule that is reasonably acceptable for the Customer in order to correct the defect within a reasonable period of time, or otherwise provide the Customer with a workaround solution that assure the performance of the functions of the Products affected by the defect.

6.2. Should Primeur fail to perform one of the above, the Customer may, as his sole remedy, by giving Primeur written notice within 30 (thirty) days of its failure to act, either: (i) withdraw from the License relating to the defective Product and receive a partial reimbursement of amounts paid by the Customer for future use of the Product, or (ii) suspend any further payment related to the Product until Primeur has corrected the defect. However, should Primeur fail to repair the Product defect within a reasonable period of time, as specified under 6.1, the Customer shall have the right to withdraw from the contractual relationship with Primeur regarding said Product.

6.3. Primeur guarantees that it has the right to provide the Product for use by the Customer according to this License.

6.4. In case of any proceeding undertaken against the Customer and based on a dispute according to which a Product, if used for the purpose of this License, violates any patent, copyright, trademark or other property rights, the Customer shall provide Primeur prompt written communication of such a dispute and Primeur or any relevant third party shall have the right, at its sole discretion, to join such dispute and, at their own expense, may choose to have the exclusive control of the defence or of the possible transaction. The Customer shall participate in the defence in such a dispute with his own lawyer and at his own expense and Primeur shall not be liable for any related expense, fee, cost, loss or any other disbursement of money, until any responsibility is attributed to Primeur on the basis of a final judgment relating to such a request for damages.

6.5. Should a Product become, or in the opinion of Primeur is likely to become, the subject of a dispute for violation, Primeur can, at its own choice and expense: (i) obtain for the Customer the right to continue using the Product; or (II) replace or modify the Product in order to make it harmless, provided that its operation is not negatively compromised in a substantial manner. The above determines and limits the entire responsibility of Primeur and of any relevant third party for all disputes for violation regarding the Products and no other remedy nor action shall be applicable.

6.6. Except in the case of gross negligence or fraud by Primeur and except for explicit guarantees contained in this Article 6, Primeur does not provide guarantees or assurances, explicit or implicit, in fact or right, including guarantees of merchantability, satisfaction, suitability for a particular purpose, uninterrupted or error-free operation of the Products, right of property and non-infringement.

7. TERMINATION – WITHDRAWAL

7.1. This License governs the usage rights specifically agreed by the Customer and Primeur and for the agreed Duration and therefore shall remain in force until the due date stipulated in the Offer.

7.2. Except as otherwise expressly stated herein, Licensee shall not terminate this License in case of non-fulfilment of any obligation pending on Primeur under this License, unless Primeur refuses or fails to cure such breach.

7.3. On termination of this License, the Customer shall, within 30 days, return all the copies of the Products involved in his possession or control to Primeur or, on instruction from Primeur, destroy said Products and shall furthermore guarantee in writing that all the copies or partial copies have been returned to Primeur or destroyed.

7.4. The provisions of Article 5, of this License shall remain in full force also after the termination of this License.

8. GENERAL PROVISIONS

8.1. This License together with the Offer and its relevant exhibits (inclusive of Primeur General Terms & Conditions) constitutes the entire contract between Primeur and the Customer and replace all other agreements, proposals, purchase orders or demonstrations of intent, whether written or verbal, relating to the matter that is the subject of this License. No alteration or modification of this License will be valid unless it is made in writing and signed by both Parties.

8.2. Primeur may decide, at its own discretion, to transfer his rights and obligations under this License to any third party, without any need to ask Licensee's consent.

8.3. Neither of the Parties shall be responsible for delays in performance of the obligations under this License due to force majeure.

8.4. If any provision of this License is considered illegal or ineffective, said provision shall be eliminated and the rest of the agreement will remain fully in force and effective. A waiver will be effective only if made in writing and signed by an authorized representative of both Parties. The waiver of a right or the choice of any remedy in a request shall not involve any right or remedy in other requests.

8.5. All communications according to this License shall be sent to the address of the recipient Party in this License, unless otherwise established in writing. All communications shall be made by means of an insured or registered letter, or by courier, even overnight. Such communications shall be considered as having been performed on the date of reception (or refusal) of the delivery of said communication.