



Linkurious Starter End User License Agreement

GENERAL TERMS

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS WILL BE PUBLISHED ON LINKURIOS' WEBSITE AT LINKURIO.US. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND LINKURIOS OR THE APPLICABLE LINKURIOS AFFILIATE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.

The following End User License Agreement (“**Agreement**”) is between Linkurious, Société par Actions Simplifiée, headquartered with its head office at 38 Rue Dunois - 75013 Paris - France, registered in the Paris Trade and Companies Register under number 790 680 706, and the customer (individual or entity) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user (“**you**”).

Article 1 - Definitions

Authorized User: means those individuals (a) for whom the applicable license fees have been paid; and (b) who are properly and uniquely identified as users of the Software; and (c) who are properly authorized to install and/or use the functionality in the Software.

Bill of Order: means any order on a Linkurious order form or other ordering document which references this Agreement. Each Bill of order which references this Agreement shall be deemed a part of this Agreement.

Documentation: means any supporting product help and technical specifications documentation provided by the Provider with the Software to you.

Provider : means Linkurious SAS, the French company located in Paris.

Software: means the Provider’s software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Bill of Order). “Software” shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as “Software”.

Site: means the website of Linkurious, accessible at the following address: <https://linkurio.us/>.

Article 2 - Linkurious Starter

License

If you purchased a license to Linkurious Starter, the total count of Authorized Users enabled to use such Linkurious Starter must not exceed the number of licenses purchased on the applicable Bill of Order(s). For each such license you may install one copy of the Linkurious Starter on one primary computer and a second copy on a secondary portable or home computer for each Authorized User.

Evaluation Version

If you ordered a license to an “**Evaluation Version**”, you may install and use one copy of Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non-Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. You may only use the Evaluation Version for one (1) month from the date you were granted access to the Software, unless otherwise specified by the Provider in a separate writing (“**Evaluation Period**”). Unless you pay the applicable license fee for the Software, the Evaluation Version Software may become inoperable and, in any event, your right to use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Notwithstanding any other provision of this Agreement, the Evaluation Version Software is provided “AS IS” without warranty of any kind, express or implied. The Provider may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF THE SOFTWARE, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

Article 3 - Object of the license agreement

The following general terms are intended to detail the conditions according to which the Provider, allows you the right to use the Software and to obtain related Support and Maintenance Services.

Article 4 - Use of the Software

The Software is intended for people who wish to visualize graph data in order to maintain it or to analyse its content. You have tested the Software and read its requirements prior to signing the order form.

Article 5 - Right to use

The Provider allows you a personal time limited non-exclusive right to use the Software. In order to execute the following general terms, the Provider allows you the right to reproduce and use the aforementioned Software and its documentation in the limits of the number of Authorized Users specified in the Bill of Order. You take responsibility for the respect of the present terms by your personnel and your sub-contractors. The right to use the Software is temporary, its length is fixed by the article 6 of this contract.

Article 6 - Duration of the contract

The right to use the software is time limited. The license is granted at the time of acceptance by the two parties of

the Bill of Order. Unless otherwise specified in the Bill of Order, the duration of the User Based License is of one year (365 days). It may be renewed implicitly from year to year. In that case, the license fee that applies is the license fee associated with the Software on the site. Unless otherwise specified in the Bill of Order, the duration of the Evaluation License is one month.

Article 7 - Price and payment conditions

In exchange for the right to use the Software, you agree to pay the price mentioned in the Bill of Order. The payment will be done by cheque, credit card or bank transfer on reception of the order.

The Provider may set the Software price at its discretion, provided however, that such changes will not take effect until the start of the next Software license term. The Provider will provide written notice to you of any changes to the price, including through notices posted on the Site or sent to you e-mail address.

Article 8 - Warranty

The Provider warrants to you that for a period of thirty (30) days from Delivery (the “**Warranty Period**”) the Software shall operate in substantial conformity with the Documentation. The Provider does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. The Provider’s sole liability (and your exclusive remedy) for any breach of this warranty shall be, in the Provider’s sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if the Provider determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. The Provider shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

For the avoidance of doubt, this warranty applies only to the initial shipment of Software under a Bill of Order and does not renew or reset, for example, with the delivery of Software updates or maintenance releases.

Generally speaking, the warranty of the Provider is excluded :

- if the material or the conception defaults come from you,
- if the faulty operation is a result of an unauthorized intervention on the Software,
- if the failure of the proper operation is a result of the normal wear and tear of the Software, an improper use of the Software by you or a negligence or a lack of maintenance by you,
- if the failure to operate is caused by a case of force majeure.

Furthermore, the warranty is awarded by the Provider :

- if the exploitation respects the normal conditions of use,
- if you have respected the procedures mentioned in the documentation,

According to these terms of use, the parties forfeit the application of the legal dispositions regarding the warranty for the faulty design of the Software.

Article 9 - Support and Maintenance

Subject to the terms and conditions of this Agreement, and the applicable Bill of Order, you may purchase, including for renewal terms, services (“**Support and Maintenance Services**”) as specified in your Bill of Order. All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement.

By executing an Order Form for the Support Services and paying the applicable Support Services, you are entitled to receive Support Services according to the terms set forth in the appropriate Order Form.

The fees payable by you for the Support and Maintenance Services, and the term during which the Support Services will be performed, will be set forth in each Order Form. Support Services fees shall be paid as set forth in the applicable Order Form.

The provider does not provide Support Services during the Evaluation Period.

Article 10 - Cancellation by the Provider

The Provider, retains the possibility to unilaterally terminate the license of use and the Support and Maintenance Services and without prejudices of the damages in the following cases :

- if you file for bankruptcy or go into receivership in accordance with the conditions specified by the law of the 25th of January 1985,
- non-payment by you of the usage fee for the license to use the Software, after a letter of formal notice addressed to you by registered letter with acknowledgement of receipt and without return in a 15 day delay,
- copyright infringement.

In case of resolution, you agree to take care of the uninstallation of the Software on every workstation.

Article 11 - Licensing

You will be allowed to use the Software only for your own needs. You will refuse to grant sub-licenses. You are able to grant the right to use the Software to third parties only if the Software is installed on a server owned by you. Specific conditions may apply in the Bill of Order.

Article 12 - Property

The Software and its documentation mentioned in the third article, and all copies, remain sole property of the Provider who retain the quality of copyright-holder according to the dispositions of the intellectual property code. The Software can not be given, brought or transferred without the agreement of the Provider. The Provider guarantee you against any legal action for counterfeiting that would be engaged against him if he is speedily informed in writing by you and if the Software has not been modified by you. The license granted by the Provider allows you the right to use the Software belonging to the Provider which implies that :

- you commit to use this Software only for the needs of your company. You may provide the use of this Software to third-parties as long as it is installed on your own machine. You will not distribute the Software in any forms,
- you agrees to not develop or commercialize the Software or products that could compete with it,
- the Provider allows you, on a personal non transferable and non exclusive basis the right to use the Software, in accordance with the number of Authorized Users specified in the Bill of Order.

You will not be able to modify the Software nor adapt it without a written authorization of the Provider.

You will not be able to correct the errors of the Software, the parties agreeing explicitly to reserve the right to solve bugs and errors to the Provider.

Article 13 - Non-transferability

It is explicitly specified that the rights granted by the Provider cannot be transferred to third parties by you. The right to use the Software is not transferable, even in case of sale, merger or any other operations that result in a transfer

of the right to use belonging to you to a third party.

Article 14 - Hardware

The licensee is responsible for the good functioning of the hardware and that his environment is in conformance with specifications of the constructor. You may install one copy of the Software on a production environment and a second copy on a non-production environment. Any supplementary installation beyond these two installations will have to be the object of an addendum between the licensee and the Provider.

The right of use can be transferred exceptionally and for a limited time on a backup hardware in one of the locations of the licensee, if the location or the hardware of the licensee is temporarily unavailable or out of order. In this case, the licensee has the obligation to inform the Provider with a registered letter with acknowledgement of receipt. This case being excluded, any transfer of the Software on a location that does not belong to the licensee has to be the object of a written agreement of the Provider beforehand, that retains the right to refuse the transfer. In the case the transfer may result in an intervention of the Provider, the licensee will have to warn the Provider by registered letter with acknowledgement of receipt three month prior to the transfer. The licensee will destroy without delay the Software and its copies on the backup hardware in case of temporary unavailability or on the original hardware in case of definitive transfer. If it is not the case, the Provider retains the right to bill the right of use related to the additional use.

Article 15 - Delivery and installation of the Software

The Provider will give you the Software made of programs in languages that can be directly interpreted by the computer designated in its configuration, and its documentation. The project manager designated by you will be responsible for installing the Software and ensure it is working correctly. The Provider will not be responsible for any unavailability of the hardware or the personnel you have to provide.

If additional work is requested by you, it will have to be subject to a separated convention.

The installation will be considered realised when the Software is physically installed on the hardware.

Article 16 - Backup copy

You will only be allowed to make the backup copies necessary for your exploitation, as a security measure. These copies will remain the property of the Provider and will have to be accounted for in an inventory accessible to the Provider.

Article 17 - Durability

The source code of the Software has been filed at the Agency for the Protection of Programs (APP), Paris, under the number IDDN.FR.001.310005.000.S.C.2013.000.20700. You may access it under the control of the Deposit Service of the APP in accordance with the application of the article 6 of the general regulation of the APP. This access may be granted in the following cases:

- blocking failure in the operation of the Software that has not been rectified by the Provider within 30 days of its finding, if it occurs during the warranty period or if a Support and Maintenance Services contract is in force between the parties,
- receivership or liquidation of the Provider without recovery of its commitments to you within one month of the judgment declaring the receivership or liquidation.

In case you access to the source code, the duplication of the source code submitted to the APP will be your responsibility, in the presence of an expert appointed by the APP. The costs of access to the source code will be borne by you.

Where applicable, you may only use the source code and development tools specific to the Provider within the limits of the rights that have been transferred by the Provider, but access to the source code does not transfer other rights in any way.

Article 18 - Disclosure

The Software is part of the trade secrets of the Provider and will have to be considered by you as confidential information, whether or not it can be protected by intellectual property laws, patent, copyright or other ways.

You agree to not communicate the Software in its source code or executable version and the programs and other elements (software documentation, technical information, performance information, etc.) that are part of the Software. You agree to take all necessary measures to make sure the Software and its documentation will not be accessible to third parties and to make sure your personnel will respect these obligations and the copyright of the Provider. You agree to take all the precautionary measures to avoid the disclosure or the reproduction or the illicit use by your personnel and service providers, in particular by having them sign individual non-disclosure agreements. You will not use the specifications of the Software to create or to help create a software with a similar purpose.

The Provider is authorized to verify at any moment the respect of these obligations. In case you would not respect the obligations mentioned in the present article, the Provider retains the right to ask you a compensation equals to two times the price of the usage fee applied to you.

Article 19 - Publicity

You hereby agree that the Provider shall have the right, but not the obligation, to include your name and logo as a customer who uses the Software on the Site and in other marketing materials promoting the Software.

Article 20 - Modifications

You agree to not modify the elements addressed to you by the Provider, without a written agreement of the latter. The non-respect of this clause will deprive you of your rights regarding the warranty without you being allowed to ask for an indemnity.

Article 21 - Responsibility

The Provider has an obligation of means, excluding any other obligations. He guarantees the conformity of the Software with the specifications described in its documentation. You will face all the responsibilities except the responsibility for the Software to be conform to the specifications. Your responsibilities include :

- the adequacy of the Software to your needs,
- the operability of the Software,
- the qualification and the competence of your personnel.

You are also responsible for the protection of the recorded data and the reparation of the databases, the results obtained, the conformity of the use of the Software with the legislation. The Provider will not assume any responsibility in case of non conformity of the Software with the legislation in force during a given period if the

Support and Maintenance Services are not ordered for this period. It is your responsibility to develop the exploitation procedures and to implement the control procedures and security measures necessary in order to safeguard and ensure the restoration of the data in case of anomalies in the programs.

You bear alone the eventual malfunctions and damage caused by a modification, however small, of the Software, made with or without the authorization of the Provider. You acknowledge you have received all the necessary information you need to evaluate the adequacy of the Software to your needs and to take all the necessary measures for its exploitation. The Provider will not be held responsible in case of direct or indirect damage, even if he is informed of said damage. You will be sole responsible for the use of the Software.

Article 22 - Disputes

French law applies to the Bill of Order and the terms of use. Any dispute regarding the interpretation or the execution of the Bill of Order and the present terms of use will be referred to the court of competent jurisdiction in Paris adjudicating by French law.

Article 23 - Completeness - Partial invalidity

The Bill of Order and the present terms of use express the entire obligations of the parties. No document will carry obligations regarding the present Bill of Order if it is the subject of an addendum to the contract and if it is not signed by both parties. If one or several of the dispositions of the Bill of Order or of the terms of use are considered not to be valid by a law or regulation, or declared such by a definitive decision of a qualified jurisdiction, they will be deemed non written, the other dispositions of the present Bill of Order and of the present terms of use will retain their full force and effect.

Article 24 - Address for service of documents

The parties elect domicile, unless express prior written consent of both parties, at the addresses of their respective headquarters.

SUPPORT SERVICES

Support Services : access to updates

Support Services term : 1 year

Fees and payment dates: included