

General Terms and Conditions (ref. CAST GmbH_V1_01.24)

These general terms and conditions ("**General Terms and Conditions**") apply to any commercial proposal from CAST GmbH, a German company, with its registered offices at Fürstenfelder Str.13, 80331 München, Germany ("**CAST**"), accepted by the client designated in the said proposal ("**Client**") in which they are referenced ("**Proposal**"), unless or until a specific contract relating to the CAST software and/or services described in the Proposal is signed. The signature of the Proposal by both Parties or the issue by Client of a purchase order referring to the Proposal is deemed acceptance of the Proposal and the General Terms and Conditions by both Parties ("**Acceptance of Proposal**").

For the purposes of the General Terms and Conditions, CAST and Client are referred to individually as a/the "**Party**" and collectively as the "**Parties**" and "**Affiliate**" as is defined in Sec. 15 AktG (German Stock Corporation Act).

Client acknowledges that the General Terms and Conditions constitute contractual specifications relating to CAST's software and/or services described in the Proposal, that they have been brought to Client's attention and that Client has had the opportunity to discuss them with CAST. Each Party declares that it has duly informed the other Party of all the information necessary and decisive for its consent to the General Terms and Conditions.

The General Terms and Conditions consist of the following parts:

- I. General Terms and Conditions applicable to all CAST Software and Services;
- II. General Terms and Conditions of Subscription (CAST Highlight) ;
- III. General Terms and Conditions of License (CAST Imaging);
- IV. General Terms and Conditions of the CAST Services.

Only the provisions of the parts corresponding to the subject of the Proposal shall apply.

I. General Terms and Conditions applicable to all CAST Software and Services:

1. Description of CAST Software and/or Services. The CAST software for which Client purchases a subscription and/or a license and/or the CAST services to be provided by CAST under the Proposal are detailed in the Proposal ("**CAST Software and/or Services**").

2. Term and Termination. The Proposal is effective from the date of Acceptance of the Proposal or any other starting date specified in the Proposal and will end at the end date specified in the Proposal. Either Party may terminate the Proposal, subject to thirty (30) days' written notice sent by registered letter with acknowledgement of receipt, in the event of a material breach by the other Party of its contractual obligations, if the defaulting Party has not remedied such breach within the aforementioned period of thirty (30) days. The expiry or termination of the Proposal shall not terminate any rights acquired by either Party under the Proposal prior to its expiry or termination or which by their nature are intended to survive its expiry or termination, including without limitation provisions relating to confidentiality, warranties, disclaimers, intellectual property rights, liability and this paragraph. Termination does not relieve Client of the obligation to pay any fees due to CAST up to the effective date of termination.

3. Prices, Taxes and Payment. The prices (exclusive of taxes and expenses) for the CAST Software and/or Services and the invoicing schedule are set out in the Proposal. Client is responsible for payment of all taxes related to the CAST Software and/or Services at the rate in effect on the date of invoicing. If withholding tax is due on the payment of the prices of the CAST Software and/or Services, this must be withheld by Client and paid to the responsible tax office, unless the withholding tax is reduced or excluded under an applicable double taxation agreement or national regulations. In this case, CAST has to apply for an exemption certificate from the Federal Central Office for taxes. When fulfilling tax obligations, Client has to support CAST in a reasonable manner. Unless otherwise specified in the Proposal, payment is due within thirty (30) days from invoice date. In the event of late payment, interest on arrears shall amount to eight per cent (8%) above the applicable base interest rate.

4. Confidentiality. Each Party may have access to information (in any form) that relates to the other Party and/or its business which is identified by the disclosing Party as confidential or reasonably understood to be confidential ("**Confidential Information**"). The receiving Party agrees that Confidential Information may only be used for the purposes set out in the Proposal and that it shall protect Confidential Information in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. The receiving Party shall (i) limit access to the Confidential Information of the other Party to those of its employees, Affiliates' employees, advisors and subcontractors, who have a need to know for the purpose of performing its obligations under the Proposal (hereafter referred to as "**Representatives**") and (ii) make sure that each Representative to whom such Confidential Information is disclosed is bound by obligations of confidentiality substantially similar to those defined herein. The receiving Party will be fully responsible for the breach of confidentiality obligations by its Representatives. Nothing in the Proposal prohibits or restricts the use by either Party of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without using Confidential Information, (iii) obtained by it from a third-party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available without breaching the obligations of the Proposal or the General Terms and Conditions. This confidentiality obligation shall continue to apply for a period of three (3) years from the expiry or termination of the Proposal. However, to the extent Confidential Information qualifies as a trade secret according to Sec. 2(1) GeschGehG (German Trade Secret Act), the post-contractual obligation of confidentiality shall extend in accordance with such statutory provisions. CAST retains the right to analyze the software intelligence generated by CAST Software for product development, feedback, and research; provided that all such data shall be rendered anonymous and used in a strictly confidential manner.

5. Liability.

5.1 CAST shall only be liable without limitation in the event of intent or gross negligence for all damage caused by it and its legal representatives or fulfillment agents and due to the absence or cancellation of a warranted characteristic or in the event of non-compliance with a guarantee.

5.2 In the event of injury to life, limb or health, CAST shall also be liable without limitation in the event of slight negligence.

5.3 Otherwise, CAST shall only be liable if it has breached a material contractual obligation. Material contractual obligations are those obligations which are of particular importance for the achievement of the contractual objective, as well as all those obligations which, in the event of a culpable breach, could lead to the achievement of the contractual purpose being jeopardised. In these cases, liability is limited to compensation for foreseeable, typically occurring damage.

5.4 CAST's strict liability for damages (Section 536a BGB (German Civil Code)) for defects existing at the time of conclusion of the contract is excluded; Sections 5.1 and 5.2 remain unaffected.

5.5 In the event of data loss caused by simple negligence, CAST shall only be liable for the damage that would have been incurred even if Client had properly and regularly backed up the data in a manner appropriate to the importance of the data; this limitation shall not apply if the data backup was hindered or impossible for reasons for which CAST is responsible.

6. Infringement Warranty. CAST shall (i) defend Client against any third-party claim alleging that any CAST Software and/or deliverable specifically created by CAST for Client as a result of the CAST Services ("**Deliverable**") provided under the Proposal infringe any third-party's intellectual property rights and (ii) indemnify Client for damages that are awarded against Client on this ground in a final court decision (including reasonable legal costs associated therewith). The above provisions are subject to the following conditions: (i) Client has promptly notified CAST in writing of the existence of any such claim and (ii) CAST has been able to defend its own interests as well as those of Client freely and at its own expense and, to do so, Client has loyally cooperated in said defense by providing, in a timely manner, all elements, information and assistance reasonably necessary to carry out such defense. If any CAST Software and/or Deliverable is, or is likely to be held to be, infringing, CAST may, at its own expense and at its option either: (i) obtain the right for Client to continue using it, (ii) replace it or modify it to make it non-infringing, or (iii) in the case of a CAST Software: terminate the relevant license or subscription and refund to Client the price paid for it *pro rata temporis* for the duration of its use, and in the case of a Deliverable: refund to Client the price for the relevant CAST Services in exchange for the return of the relevant Deliverable. The aforementioned provisions shall not apply if the alleged infringement results from (i) the use of CAST Software and/or the Deliverable not in accordance with the Proposal, the General Terms and Conditions and/or its applicable documentation, (ii) a modification of CAST Software and/or the Deliverable by Client or a third party without the prior written consent of CAST and/or (iii) the failure by Client to use corrections or updates to CAST Software and/or the Deliverable provided to it by CAST.

7. Assignment. The Proposal is not assignable or transferable by a Party without the prior written consent of the other Party. However, Client hereby agrees that CAST's rights and obligations under the Proposal may be assigned to any of its Affiliates. Such assignment shall become effective upon Client as soon as it has been notified in writing.

8. Force majeure. Other than Client's obligation to pay CAST pursuant to the Proposal, neither Party will be liable for any delay or failure to perform any obligation under the Proposal or the General Terms and Conditions where the delay or failure results from any act of God, fire, natural disaster, accident, riots, acts of government including embargos, epidemics, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party (each a "**Force Majeure Event**"). Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such Force Majeure Event.

9. Miscellaneous. The Proposal and the General Terms and Conditions set forth the entire agreement between Client and CAST with respect to the subject matter of the Proposal and supersedes and replaces all prior agreements and understandings, whether oral or written. Any other general and/or specific conditions of either Party are inapplicable and shall be deemed null and void, even if they appear in the request for proposal, on a purchase order or on an invoice relating to the CAST Software and/or Services. The Proposal and the General Terms and Conditions may be modified, waived, or amended only by a written document signed by both Parties. In the event of any conflict between the terms of the documents set out below, the following order of decreasing priority shall apply: (i) the Proposal, (ii) the General Terms and Conditions and (iii) where applicable, the Client's purchase order. If any provisions of the Proposal or the General Terms and Conditions are invalid under any applicable law or court decision, the remainder of the Proposal or the General Terms and Conditions shall remain in full force and effect.

10. Governing Law and Jurisdiction. The Proposal and the General Terms and Conditions shall be governed by the laws of Germany. IF THERE IS A DISPUTE RELATING TO THE CONCLUSION, THE PERFORMANCE OR THE INTERPRETATION OF THE PROPOSAL OR THE GENERAL TERMS AND CONDITIONS, THE PARTIES SHALL WORK TOGETHER IN GOOD FAITH FIRST TO RESOLVE THE MATTER INTERNALLY BY ESCALATING IT TO HIGHER LEVELS OF MANAGEMENT. IN THE ABSENCE OF AN AMICABLE SETTLEMENT WITHIN THIRTY (30) DAYS OF NOTIFICATION OF THE DISPUTE TO THE OTHER PARTY BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT, ANY CLAIM OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE PROPOSAL SHALL BE HEARD EXCLUSIVELY BY THE REGIONAL COURT MUNICH I, GERMANY.

II. General Terms and Conditions of Subscription (CAST Highlight):

1. Granted rights on CAST Highlight Services

1.1 Definition of CAST Highlight Services: "**CAST Highlight Services**" means the SaaS solution based on CAST Highlight technology that enables Client to perform a rapid analysis of a portfolio of applications, as described in Section 5 below. The analysis' results of the inner workings of the Client's applications performed by CAST Highlight Services ("**CAST Generated Data**") are displayed through a web portal ("**Portal**"). Client expressly agrees that the content and functionality of CAST Highlight Services may be updated or amended by CAST from time to time. Client shall be informed by e-mail of such changes.

1.2 Subscription: Subject to the terms of the General Terms and Conditions and Acceptance of the Proposal, CAST grants Client a limited, non-exclusive, non-transferrable right to access and use CAST Highlight Services during the period specified in the Proposal, for the number of applications and edition set out in the Proposal, in order to obtain CAST Generated Data that Client may use for its own internal purposes only (“**Subscription**”). Client must use CAST Highlight Services as described below at Section 5 and acknowledges that failure to do so will result in the CAST Highlight Services not being provided. The scope of analysis covered by the Proposal cannot be artificially extended by "rotating" the applications to be analyzed (one application replacing another, so that in the end the number of analyzed applications would be greater than agreed in the Proposal).

1.3 Support: During the Subscription term, CAST manages incidents and requests relating to CAST Highlight Services notified by Client, Monday to Friday from 9am to 5pm CET (excluding public holidays). Client must notify CAST by e-mail to the following address: support@casthighlight.com or via the form available at the following URL: <https://help.castsoftware.com/hc/en-us/requests/new>. Incident handling times and conditions are described at the following URL: <https://doc.casthighlight.com/support-terms/>. CAST reserves the right to amend these support terms at any time. Client agrees to comply with the support terms as defined at the URL above, applicable at the time of use of the support.

1.4 Restrictions: Client shall not and shall not allow any third party to (i) modify, copy, or otherwise reproduce the CAST Highlight Services in whole or in part; (ii) permit access to CAST Highlight Services through Internet links, frames, or content mirrors (other than through Client's own intranet system or otherwise for its own internal business purposes) or attempt to gain unauthorized access to the CAST Highlight Services or related systems or networks; (iii) translate, modify or create a derivative work of any part of the CAST Highlight Services or otherwise create a competing service by using the CAST Highlight Services; (iv) sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit the CAST Highlight Services or make any CAST Generated Data available to any third party except as permitted in the General Terms and Conditions; (v) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the CAST Highlight Services, except as permitted by applicable law; (vi) interfere with or disrupt the CAST Highlight Services or the CAST Generated Data therein or (vii) use the CAST Highlight Services for any unlawful purpose. Client shall immediately notify CAST if it becomes aware of any breach or threatened breach of the provisions of this Section 1.4.

2. Warranties and Disclaimers

2.1 Warranties: CAST warrants that:

- CAST holds and will continue to hold during the term of the Subscription: (i) all necessary rights to provide the CAST Highlight Services hereunder including, without limitation, rights and/or licenses to all servers, electronic device platforms, software, hardware or other technologies used by CAST in connection with the CAST Highlight Services (“**Technologies**”), (ii) the right to enter into the Proposal and (iii) the right to grant Client rights pursuant to the Proposal and the General Terms and Conditions;
- when used in accordance with all instructions and documentation provided by CAST, the Technologies may be used in connection with the Proposal without violating or infringing the rights of any third party, including, without limitation, infringing any copyright, patent, trademark or any other intellectual or industrial property right, title or interest of any third party;
- CAST will use its reasonable efforts to protect CAST Generated Data and information collected and mined from, submitted by, or entered by Client or by CAST on behalf of Client (“**Client Data**”) and any other Client material from unauthorized access, duplication and use by any third party, by maintaining a secure hosting environment accessible solely to authorized end-users which will include, without limitation, the use of secure log-in procedures, connections protected by 256 bit encryption, and identity verified by a trusted third-party authority; and
- CAST will comply with any and all laws and regulations applicable to its business.

2.2 Disclaimers: CAST does not warrant :

- the accuracy and reliability of the CAST Highlight Services, if the data collected and transferred to the Portal by the Code Reader (as defined in below Section 5.3 (a)) is corrupted, incorrect or altered during the collection and diagnosis process or during the transfer of the text file to the Portal;
- that the data collected by the Code Reader will be error free or accurate, nor that the text file created by the Code Reader will not be altered during its transfer to the Portal for reasons outside of the sphere of influence of CAST;
- the access to the Portal over the internet, unless access is obstructed by defects in the sphere of influence of CAST or a service provider instructed by CAST to operate the Portal;
- the uninterrupted operation of CAST Highlight Services or access and operation free from all error, nor that all of the deficiencies or errors which may be contained in CAST Highlight Services will be corrected;
- any and all other express and implied warranties not expressly provided in the General Terms and Conditions, including but not limited to, warranties of merchantability and fitness for a particular purpose.

3. Intellectual Property

3.1 CAST S.A., a French company whose registered office is located at 3, rue Marcel Allégot – 92190 Meudon, France, and whose identification number is 379 668 809 RCS Nanterre, an Affiliate of CAST (hereinafter the “**Owner**”) owns rights including intellectual property rights of websites and technical components used to enable the CAST Highlight Services, except third-party components as listed at the following URL: <https://doc.casthighlight.com/third-party-components/>. Owner regularly files the source codes of the CAST Highlight Services with the French Agency for the Protection of Programs (“*Agence pour la Protection des Programmes*” or “APP”). All rights in the CAST Highlight Services not expressly granted to Client in the Proposal and/or the General Terms and Conditions are reserved to Owner and, where applicable, its licensors.

3.2 Notwithstanding the foregoing, Client owns all rights, including intellectual property rights, in and to CAST Generated Data and Client Data.

4. Privacy and Security

4.1 Privacy: CAST, as the operator of the CAST Highlight Services, collects, has access to and analyzes Client Data and CAST Generated Data. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client grants CAST the right to host the Client Data and the CAST Generated Data solely for the purposes of operating the CAST Highlight Services for the benefit of Client pursuant to the Proposal and the General Terms and Conditions.

4.2 Security: CAST undertakes to maintain adequate technological and procedural security measures in accordance with industry practice.

4.3 Password: Client is responsible for maintaining the confidentiality of its user identification(s) and password(s). The user identifications and passwords are strictly personal and attached to each individual identified by Client as a user.

5. Description of CAST Highlight Services and Requirements

5.1 CAST Highlight Services Description: Documentation with a description of the CAST Highlight Services is available at the following URL: <https://doc.casthighlight.com/Getting-Started-Guide.pdf>.

5.2 Access to the web services: The CAST Highlight Services are available via the following URL: <https://rpa.casthighlight.com>, <https://app.casthighlight.com> or <https://cloud.casthighlight.com>, depending on how Client is set up.

5.3 Conditions for CAST to deliver the CAST Highlight Services:

- (a) To enable the CAST Highlight Services, Client must download and install a code reader (“Code Reader”) and then run (execute) within the Client’s domain for on-site, centralized or distributed, local diagnosis of applications’ inner structures. Client must upload the results to the Portal, using the procedure defined by CAST. The results consist of data files containing the results of the analyses and the input entered manually by the application project lead or project owner. The application’s inner structure (source code, architecture, tech components and all software constituents of any Client’s application) is not transferred to the Portal and remains at all times behind the Client’s firewall and internal security mechanisms.
- (b) Technical Requirements, particularly Browsers and Standard Supported Operating Systems: <https://doc.casthighlight.com/faq>.

5.4 Supported technologies : <https://doc.casthighlight.com/#technologycoverage>.

III. General Terms and Conditions of License (CAST Imaging):

1. Granted rights on CAST Imaging

1.1 License: Subject to the terms of the General Terms and Conditions and Acceptance of the Proposal, CAST grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to install and use CAST Imaging for the term specified in the Proposal, for the analysis of the explicitly named application based on its size measured in number of lines of code set out in the Proposal and for Client’s own business purposes (“License”). Each License is attached to one single named application only and cannot rotate to another named application within the License term.

1.2 Delivery: CAST delivers the License to Client electronically. Client must acknowledge delivery of the License.

1.3 Support: The support services entitle Client with the following benefits during the License term: (i) access to updates of CAST Imaging and its documentation; (ii) access to the “Extend” download platform for CAST Imaging’s extensions, such as templates, scripts, rules, analyzers and (iii) access to CAST support team for technical assistance and troubleshooting. As part of the support services, CAST manages incidents and requests relating to CAST Imaging notified by Client, Monday to Friday from 9am to 5pm ET (excluding public holidays). Client must notify CAST by e-mail to the following address: help@castsoftware.com or via the form available at the following URL: <https://help.castsoftware.com/hc/en-us/requests/new>. Incident handling times and conditions are described at the following URL: <https://help.castsoftware.com/hc/en-us/articles/204455607-CAST-Support-SLA>. CAST reserves the right to amend these support terms at any time. Client agrees to comply with the support terms as defined at the URL above, applicable at the time of use of the support.

1.4 Restrictions: Client shall not and shall not permit any third party to (i) reverse engineer, decompile or disassemble CAST Imaging, except to the extent permitted by law; (ii) copy or reproduce in any manner CAST Imaging in whole or in part, except for one copy for backup and archival purposes; (iii) translate, modify or create a derivative work of any part of CAST Imaging or create a competing software using CAST Imaging or its documentation or (iv) sell, resell, lease, sublicense, transfer, assign, distribute or otherwise commercially exploit CAST Imaging. Client shall immediately notify CAST if it becomes aware of any breach or threatened breach of the provisions of this Section 1.4.

2. Warranties and Disclaimers

2.1 Warranties: CAST warrants that:

- (a) CAST holds and will continue to hold during the term of the License: (i) all necessary rights to provide a CAST Imaging License and carry out the related support services, pursuant to the Proposal and General Terms and Conditions and (ii) the right to enter into the Proposal;

- (b) when used in accordance with all instructions and documentation provided by CAST, CAST Imaging may be used in connection with the Proposal without violating or infringing the rights of any third party, including, without limitation, infringing any copyright, patent, trademark or any other intellectual or industrial property right, title or interest of any third party;
- (c) the documentation provided by CAST accurately reflects the functionality of CAST Imaging; and
- (d) CAST will comply with any and all laws and regulations applicable to its business.

2.2 Disclaimers: CAST does not warrant :

- (a) the uninterrupted or free from all error operation of CAST Imaging nor that all of the deficiencies or errors will be corrected;
- (b) any and all other express and implied warranties not expressly provided in the General Terms and Conditions, including but not limited to, warranties of merchantability and fitness for a particular purpose.

3. Intellectual Property. CAST S.A., a French company whose registered office is situated at 3, rue Marcel Allégot – 92190 Meudon, France, and whose identification number is 379 668 809 RCS Nanterre, an Affiliate of CAST (hereinafter the “**Owner**”) owns all rights including intellectual property rights of CAST Imaging and its documentation, except third-party components as listed at the following URL: <https://doc.castsoftware.com/display/SIZING/Open+source+software+shipped+with+CAST+AIP+and+CAST+Imaging>. Owner regularly files the source codes of CAST Imaging with the French Agency for the Protection of Programs (“*Agence pour la Protection des Programmes*” or “APP”). All rights in CAST Imaging not expressly granted to Client in the Proposal and/or the General Terms and Conditions are reserved to Owner and, where applicable, its licensors.

4. Client Responsibilities. Client is solely responsible for: (i) the use of CAST Imaging on computers, servers or any other hardware whose configuration meet the configuration standards or prerequisites defined by CAST in the documentation; (ii) the qualifications and competence of its personnel; (iii) the carrying out of adequate tests prior to the operation of each version of CAST Imaging in a configuration as similar as reasonably possible to that to be used by Client; (iv) the use of CAST Imaging in accordance with industry best practices, including the making of back-up copies of data stored on any system using CAST Imaging, of program sources and of any logical representation of Client’s programs created or adapted with the aid of CAST Imaging and the making of daily back-up copies of data bases supplied with CAST Imaging and (v) any existing damage to, or error in the system or hardware of Client or any virus in Client’s systems.

5. CAST Imaging Description. CAST Imaging and its optional extensions are described at the following URL: <https://www.castsoftware.com/imaging>.

IV. General Terms and Conditions of the CAST Services:

1. Intellectual Property

1.1 Pre-Existing IP: Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including patents, copyright, trade secrets and other proprietary rights (“**IP**”) which were existing prior to the Proposal, any IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the CAST Services or the Deliverables as well as its know-how, in each case including any modifications or derivatives (collectively “**Pre-Existing IP**”). Any IP in CAST software are CAST’s Pre-existing IP. To the extent CAST personnel needs to use CAST software to perform the CAST Services, Client is not granted a license or a subscription to use such CAST software. For clarity and avoidance of doubt, code and database extractors are not part of the CAST software and can be used by Client in accordance with any instructions communicated by CAST. There is no transfer of any IP of the CAST software or code and database extractors. Client undertakes: (i) not to transfer in any way the physical media, programs or other elements relating to the code and database extractors, (ii) not to make any reproduction in whole or in part of code and database extractors in any manner and (iii) to take all necessary precautions to avoid illegal dissemination. Client will remove all code and database extractors from its system within eight (8) days after the end of the CAST Services.

1.2 Assignment of the Deliverables’ IP: Except for Pre-Existing IP and unless otherwise agreed in the Proposal, CAST assigns the IP of the Deliverables to Client, provided that Client has complied with its payment obligation. This assignment is worldwide, for the legal duration of copyright or other protection in force and includes all rights of reproduction, representation, adaptation and translation of all or part of the Deliverables, for any use and for any direct or indirect exploitation, whatever the mode, form or medium. Client grants CAST a non-exclusive, fully paid, sublicensable, worldwide right to use the Deliverables, provided that no Client Confidential Information is shared or disclosed to third parties. To the extent that any CAST’s Pre-Existing IP is incorporated or necessary for Client’s full utilization of any Deliverable rendered in connection with the CAST Services, CAST grants Client a non-exclusive, fully paid, non-transferable, worldwide right to use (without modification) the applicable CAST’s Pre-Existing IP, for the legal duration of copyright or other protection in force, solely in connection with the Deliverable and to the extent necessary for Client’s utilization of the Deliverable.

1.3 Client’s and third parties’ rights: Client will make sure in advance that CAST is granted all rights necessary for the performance of the CAST Services in respect of software packages and documents provided by Client or a third party acting on Client’s behalf, which are the property of Client or third parties. Accordingly, it is agreed that CAST is not liable for any defects affecting such software packages and documents, unless caused by its intent or gross negligence. To the extent the CAST Services are an application assessment requested by Client for the purpose of evaluating a company for a potential acquisition (the “**Target**”): (i) Client warrants to CAST that it has all necessary rights and permissions to allow CAST to perform the CAST Services and to audit the source components of the relevant application, as contemplated by the Proposal; (ii) CAST undertakes not to share nor provide access to the source components of the Target’s application to Client or any third-party without Target’s prior written consent (including by way of email) and (iii) the Parties acknowledge that the source components of the relevant application received by CAST under the Proposal are the exclusive property of the Target.

2. Acceptance of the Deliverables. Client is responsible for the acceptance of any Deliverable provided by CAST under the Proposal. The purpose of the acceptance is to check the conformity of any Deliverable with the Proposal and/or its specifications agreed between the Parties. In the absence of a different period agreed in the Proposal, Client has five (5) business days from the delivery date of the Deliverable to notify CAST of any non-conformity it has identified. Failing receipt of such notification within the aforementioned period, the Deliverable is deemed to have been accepted by Client. In the event any non-conformity is notified by Client within the aforementioned period, CAST shall correct such non-conformity as soon as possible and provide Client with the corrected Deliverable for Client to check its conformity under the same conditions.

3. Warranties and Disclaimers. CAST warrants that the CAST Services are carried out with due care and diligence in accordance with the Proposal. CAST makes no commitment regarding the future implementation of any Deliverable, including the achievement of the Client's objectives. In particular, if the CAST Services are an assessment of application(s) requested by Client for the purpose of evaluating a Target, Client acknowledges that: (i) CAST only has access to certain information specified in the Proposal and performs the CAST Services on that basis only; (ii) Client is solely responsible for the consequences of the decisions it makes and the actions it takes or does not take on the basis of the Deliverables and (iii) CAST makes no commitments to third parties. Consequently, the provision of the CAST Services for the benefit of third parties or the direct or indirect use by third parties of all or part of the Deliverables is carried out under the sole responsibility of Client.

4. Cooperation. Client acknowledges and agrees that the successful and timely provision of the CAST Services will require Client's and, to the extent applicable, Target's good faith cooperation; accordingly, Client agrees to timely comply with its obligations under the Proposal and ensure its full cooperation and, to the extent applicable, the Target's cooperation with CAST. To the extent Client and/or Target fail to perform any of their obligations described in the Proposal, CAST (i) shall not be obliged to perform any of its obligations under the Proposal affected by the failure, (ii) shall be entitled to a reasonable extension of time considering the particular circumstances and to reimbursement of reasonable costs incurred as a result and (iii) shall not be liable for any consequences arising from Client's and/or Target's failure.

5. Prices. The prices for the CAST Services have been established in consideration of the scope of the CAST Services, Deliverables, planning, assumptions and the General Terms and Conditions. In the event of modification of one or more of these elements not attributable to CAST, CAST shall be entitled to revise the prices accordingly.

6. Personnel and Subcontracting. The personnel of CAST and/or its Affiliates assigned to the performance of the CAST Services remain in any event under the sole authority and responsibility of CAST and/or the relevant Affiliate, which alone is entitled to issue directives and instructions to such personnel. In any event, only CAST and/or the relevant Affiliate is responsible for the hierarchical and disciplinary authority and the administrative, accounting and social management of its personnel, including if it provides the CAST Services on the Client's premises. CAST reserves the right to subcontract all or part of the CAST Services to third parties, subject to the prior written consent of Client. Client hereby agrees that CAST may subcontract the CAST Services to its Affiliates. In the event of authorized subcontracting, CAST remains responsible for the CAST Services performed by its subcontractors.