

# End User License Agreement (EULA)

Savision B.V.



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SAVISION B.V., a limited liability company under Dutch law, whose registered office and place of business is at Keizersgracht 313, Amsterdam, (1016 EE) Netherlands, and all related or wholly owned subsidiaries, hereinafter referred to as 'SAVISION', grants the End-User the license set forth in this EULA to the Software, subject to the rights and obligations as specified herein.

## 1. Definitions

In this EULA, the following terms, whether used in the singular or the plural, shall have the following meaning:

'Vendor':	he vendor, with which SAVISION entered into an agreement and that contains provisions that entitles vendor to allow End-User the use of the Software.
'Documentation':	The documentation, whether in written or electronic form, developed or owned by SAVISION that accompanies the Software, if any.
'End-User':	The end user permitted to use the Software pursuant to End-User's agreement with the Vendor and this EULA.
'EULA':	This End-User License Agreement.
'Intellectual Property Rights':	SAVISION's intellectual property rights in the Software, including but not limited to patents, copyrights, trade name rights, trademark rights, database rights, know-how and in whatever form.
'Software':	The software programs developed, owned, licensed or otherwise made available b SAVISION in object code only

## 2. Entry into force of this EULA

- 2.1 This EULA between End-User and SAVISION shall automatically enter into force upon the earlier occurrence of one of the following events: (i) End-User installs, accesses or uses the Software, or (ii) confirms this EULA electronically.

## 3. License Grant

- 3.1 The Software is licensed, not sold. Pursuant to the terms and conditions of this EULA, SAVISION grants End-User a non-transferable, non-exclusive, non-assignable right to use, display, copy (as set out in this EULA), load and run the Software, either on any compatible computer platform at End-User's location and use the Documentation for its internal business purposes, or (ii) as SAVISION and Vendor may agree otherwise, for instance, pursuant to a software as a service license model. End-User shall not lend, lease or rent out the Software. The Software is restricted to a named management group, named instance, or named machine provided by Vendor at time of purchase. Therefore, End-User is no entitled to use the Software for any other purposes outside Vendor's business.
- 3.2 The license is granted for the term agreed between SAVISION and Vendor.

- 3.3 For temporary licenses, the use of the Software and the license grant pursuant to this EULA will expire at the moment the term expires, and without any further notice being due.
- 3.4 For perpetual licenses, the license grant pursuant to this EULA will continue for an indefinite period of time.
- 3.5 End-User is entitled to create a requisite number of backup copies of the Software and to create backups of the data storage medium/media on which the Software is installed (image).
- 3.6 End-User shall not decompile, modify, work-around technical limitations, or alter the Software in any manner, unless and to the extent explicitly permitted by statutory provisions.
- 3.7 If a license to use the Software was issued to End-User for an evaluation period, then such evaluation period commences on the date of delivery of the Software to End-User and automatically expires no more than sixty (60) days later at no charge to the End-User. End-User expressly acknowledges that the Software may be rendered inoperative upon expiry of the evaluation period and it will be responsible to purge these from its systems. It also may be agreed between SAVISION and Vendor that the use of the Software is royalty-bearing should End-User continue use of the Software after the evaluation period.
- 3.8 The Software is not specifically designed for high-risk applications including situations where the failure of the Software would threaten lives or cause extensive material damages. Such applications include operating parts of nuclear power plants, weapon systems, equipment designed for sustaining people's basic bodily functions, etc.

## 4. Intellectual Property Rights and Confidential Information

- 4.1 End-User acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Software shall be and remain the exclusive property of SAVISION.
- 4.2 The Software constitute confidential information and trade secrets of SAVISION and/or its licensors. End-User shall not disclose the Software to any third party.
- 4.3 End-User shall not remove or alter any designations, logos, trade names or trademarks on the Software.
- 4.4 End-User agrees to keep confidential all confidential information in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that End-User shall not have any such obligation with respect to use of disclosure to others not parties to this EULA of such confidential information as can be established to: (i) have been known publicly; (ii) have been known generally in the industry before communication by SAVISION to the End-User; (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by SAVISION; (iv) have been known otherwise by the End-User before communication by SAVISION; or (v) have been received by the End-User without any obligation of confidentiality from a source (other than SAVISION) lawfully having possession of such information.

## 5. Personal Data

In accordance with the General Data Protection Regulation (GDPR), End-User authorizes SAVISION to process End-User's Data, in the ways and for the purposes described in the Privacy Policy: <https://martellotech.com/privacy/>

## 6. Warranty and Liability

For the avoidance of doubt, this EULA is designated to define the conditions of the Software's use but does not establish any further contractual relationship between SAVISION and the End-User. Therefore, SAVISION does not resume any contractual responsibility towards End-User.

## 7. Miscellaneous

- 7.1 Partial Invalidity. In the event that any terms, conditions or provisions contained in this EULA or any part thereof are found to be invalid, unlawful or unenforceable to any extent, (e.g. as the result of an EU Regulation or Directive), the parties shall endeavor to agree to such amendments which shall in so far as possible effect the intentions expressed therein. In default of such agreement, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 7.2 Publicity. Neither party shall: (i) disclose the existence or terms of this EULA to any third party or make any press release or other public communication (other than to an affiliate or except where required by applicable law or regulation); or (ii) use the names or trademarks of the other party, without the prior written consent of such party, such consent to be in such party's and absolute discretion.
- 7.3 Governing Law. This EULA shall be construed under and governed by the laws of The Netherlands.