

**END USER LICENSE AGREEMENT
STARNODE
TRIAL VERSION**

V1 as of February 14, 2019

THIS END USER LICENSE AGREEMENT (“**EULA**”) IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU (THE “**END USER**”) AND SCALE DYNAMICS (“**SCALE DYNAMICS**”).

UPON THE CONDITION THAT THE END USER LAWFULLY OBTAINED THE LICENSED TRIAL VERSION SOFTWARE FROM AN APPROVED SOURCE, BY CLICKING THE “ACCEPT” BUTTON, CLICKING A BOX INDICATING THE END USER’S ACCEPTANCE OR INSTALLING, DOWNLOADING, LOADING OR USING THE TRIAL VERSION SOFTWARE THAT IS PROVIDED WITH THIS AGREEMENT, THE END USER AGREES WITH THE TERMS AND CONDITIONS OF THIS EULA.

IF THE END USER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE END USER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS EULA.

IF THE END USER DOES NOT AGREE TO THESE TERMS, THE END USER SHALL NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE TRIAL VERSION SOFTWARE.

1. DEFINITIONS

“**Commercial License**” means the then-current royalty-bearing license available for the Products.

“**Confidential Information**” means any and all information that SCALE DYNAMICS may communicate to the End User pursuant to this EULA, in written or other tangible form and marked “Confidential”, “Proprietary” or collected by the End User pursuant to this EULA or that appears to a reasonable person to be confidential. Confidential Information shall include but shall not be limited to the Documentation and materials accompanying the Trial Version Software, and more generally any business, commercial, technical or other information related to SCALE DYNAMICS or to the subject matter of this EULA (e.g. without limitation, know-how, trade secrets, inventions, development, present or future products, work-in-progress, future development, algorithms, schematics, graphical interface, designs, business information).

“**Documentation**” means the SCALE DYNAMICS-provided user manuals, training materials, descriptions and technical specifications, technical manuals, supporting materials and other information relating to the Trial Version Software.

“**End User Content**” means all data, files, documents, audio and visual information, graphics, scripts, programs, that the End User creates, installs, uploads to or transfers in or through the Service or provides in the course of using the Service. The End User is responsible for all End User Content that is uploaded, posted, transmitted, or otherwise made available through the Service.

“Feedback” means any suggestions, comments, links to blogs, articles, social media posts relating to SCALEDYNAMICS and feedback regarding SCALEDYNAMICS Software or the Service, provided free of charge to SCALEDYNAMICS by the End User, including but not limited to usability, bug reports and test results.

“Login Credentials” means collectively the End User ID, valid email and the initial password provided by SCALEDYNAMICS to the End User. The default password initially provide by SCALEDYNAMICS may be changes by the End User.

“Module” means the SCALEDYNAMICS program to be installed, deployed or run by the End User on the Terminal in order to access to and operate the Service.

“Open Source Software”: any software or work, including where appropriate, any and all modifications, derivative work, enhancements, upgrades, improvements, and/or fixed bugs, made to the source code of such software or work, released under an open-source software license or a free software license (e.g. but not limited to (A) GNU General Public License (GPL), (B) GNU Lesser/Library GPL (LGPL), (C) the Artistic License, (D) the Mozilla Public License, (E) the Common Public License, (F) the Sun Community Source License (SCSL), (G) the Sun Industry Standards Source License (SISSL), (H) BSD License, (I) MIT License, (J) Apache Software License, (K) Open SSL License, (L) IBM Public License, (M) Open Software License).

“Party(ies)” means individually or collectively the End User and/or SCALEDYNAMICS.

“SCALEDYNAMICS Product(s) or Product(s)”: means individually and/or collectively any product or service, released by SCALEDYNAMICS to be generally available for purchase.

“Service”: means the service and infrastructure in a hosted environment provided and maintained by SCALEDYNAMICS, for which a temporary access is granted to the End User through the use of the Trial Version Software in SaaS mode (deployment from a setup command line or a docker container), in accordance with the terms of this EULA.

“Terminal” means the hardware lawfully owned or controlled by the End User or by a corporation or legal entity when the End User acts on behalf of such corporation or legal entity (personal computer or on-premise server), device or system running nodejs, a browser and/or a docker with a storage system capable of running the Trial Version Software and accessing the Service.

“Trial Version Software” means the SCALEDYNAMICS software made available to the End User in object code form by SCALEDYNAMICS with full function for testing and trial use of the Module only and only during the Trial Period. The Trial Version displays the same functionalities as the SCALEDYNAMICS Software that is subject to a Commercial License.

“Trial Period” means the amount of time set out in **Section 12** during which the End User may use the Trial Version Software.

“User Account” means the account created by the End User on the SCALEDYNAMICS platform in order to access the Trial Version Software and/or the Service and use their functionality and features. The End User must provide accurate and complete registration information and is responsible for the security of its password and for any use of its User account.

2. PURPOSE – TRIAL VERSION DISCLAIMER

THE END USER AGREES THAT THE SOFTWARE IS A TRIAL VERSION OF SCALEDDYNAMICS SOFTWARE FOR THE END USER'S UNDERSTANDING OF THE CONTENT OF SUCH PRODUCT BEFORE PURCHASING IT.

THE TRIAL VERSION SOFTWARE LICENSED HEREUNDER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY CONTAIN DEFECTS.

A PRIMARY PURPOSE OF THIS TRIAL LICENSE IS TO OBTAIN FEEDBACK ON SCALEDDYNAMICS SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. THE END USER IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE TRIAL VERSION SOFTWARE AND/OR ACCOMPANYING MATERIALS.

In no event will SCALEDDYNAMICS be obliged to provide the End User with a copy of the commercial release version of the Trial Version Software in connection with the End User's use of the Trial Version.

If the End User desires to acquire SCALEDDYNAMICS Product(s), then the End User must obtain the then-current Commercial License(s) and pay the applicable fees.

3. INTELLECTUAL PROPERTY RIGHTS

SCALEDDYNAMICS retains all right, title, and interest, including all copyrights, patents, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights, and all applications and registrations with respect thereto applying to the Trial Version Software (the Trial Version and any future version(s) of SCALEDDYNAMICS Software), anywhere in the world ("**Intellectual Property Rights**").

All Intellectual Property Rights in the Software are and will remain with SCALEDDYNAMICS. SCALEDDYNAMICS reserves any rights not expressly granted to the End User in this EULA.

The End User retain all its ownership rights in the End User Content.

4. LICENSE GRANT - RESTRICTIONS

4.1. Licensed rights

Subject to the terms and conditions of this EULA, SCALEDDYNAMICS hereby grants to the End User a royalty-free, worldwide, non-exclusive, non-transferable license (without the right to sublicense) to use the Trial Version Software and the Service solely for purposes of internal testing and evaluation for the Trial Period agreed in **Section 12**.

The End User is allowed to install the Module on any of Terminals.

When the End User is a corporation or another legal entity, the Trial Version Software and the Service can be used by an unlimited number of users within such corporation or legal entity as long as they are granted Login Credentials.

4.2. Restrictions

Except as otherwise specifically permitted in this EULA, the End User shall not:

- use the Trial Version Software or the Service in commercial operating and/or production environment and/or production on a personal basis;
- modify, translate or create any derivative works of the Trial Version Software or Documentation;
- work around any technical limitations in the Trial Version Software;
- copy the Trial Version Software except as provided in this EULA;
- reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code of the Trial Version Software;
- market, redistribute, encumber, sell, rent, lease, share, sublicense the Trial Version Software or the Service, or otherwise transfer rights to the Trial Version Software for any reason whatsoever;
- remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Trial Version Software or Documentation;
- publish the Feedback or make public any results of benchmark tests run on the Trial Version Software or the Service to a third party without SCALEDYNAMICS prior written consent;
- make any representations to the End User's prospective customers which are not made by SCALEDYNAMICS in the EULA; or
- use the Trial Version Software or the Service in any way that is against the law;
- access the Service in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Services;
- file applications or make declarations in order to be granted IPRs for works or creations before any authority or office in the world, which derive, in whole or in part, from the Feedback, the Trial Version Software, the Service and/or the Confidential Information.

The End User is responsible for keeping its Login Credentials confidential and not sharing them with unauthorized users. If the End User discloses its Login Credentials to someone, the End User shall be responsible for damages incurred by SCALEDYNAMICS, the End User or any third party resulting or in connection with any use, disclosure, additions, deletions and modifications of such Login Credentials. If the End User becomes aware of any unauthorized use of its Login Credentials or of its User Account, the End User agrees to notify SCALEDYNAMICS immediately.

4.3. End User Content

By uploading or submitting the End User Content through the Service, the End User hereby grants SCALEDYNAMICS a worldwide, non-exclusive, fully paid-up, royalty-free license to reproduce (including by making mechanical reproductions), reformat, display, and perform the End User Content only in connection with the provision of the services, features and functionalities available on or through the Service.

The End User warrants that its End User Content is not subject to any license terms that would purport to SCALEDYNAMICS to comply with any additional obligations (including payment of royalty fees to third parties) with respect to the provision of the Service.

The End User undertakes not to upload, download, host, display or transmit via the Trial Version Software and/or the Services any End user Content containing (i) any virus, Trojan horse and/or malware or spyware and/or (ii) any material which constitutes or encourages conduct that could be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law and/or contain any material which is defamatory, obscene or offensive.

5. FEEDBACK

It is expressly understood, acknowledged and agreed that the End User shall, regardless of whether or not formally requested to do, provide SCALEDYNAMICS with Feedback free of charge.

If the End User provides such Feedback to SCALEDYNAMICS, the End User shall grant SCALEDYNAMICS the following worldwide, exclusive, irrevocable, royalty free, fully-paid up rights for the duration of the legal protection on copyrights in France:

- to modify, correct, improve and/or create derivative works of the Trial Version Software or provide the End User with software updates or support at SCALEDYNAMICS discretion;
- to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of the Feedback as part of any SCALEDYNAMICS Products;
- to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any SCALEDYNAMICS Product;
- to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

The End User warrants that its Feedback is not subject to any license terms that would purport to SCALEDYNAMICS to comply with any additional obligations with respect to any SCALEDYNAMICS Products that incorporate any Feedback.

Feedback is very important for SCALEDYNAMICS and SCALEDYNAMICS thanks the End User for its contribution because SCALEDYNAMICS is concerned by the continuous improvement of its Products and the creation of a SCALEDYNAMICS End Users community.

The End User shall feel free to share with SCALEDYNAMICS the links to End User's online content (blogs, articles, social media posts, etc.) relating to SCALEDYNAMICS Products.

6. CONFIDENTIALITY

For the duration set out in **Section 12** and for five (5) years after the termination of the EULA for any reason whatsoever, the End User shall keep confidential and shall not disclose or otherwise make available to any third party the Feedback, any user passwords and any Confidential Information. The End User will use the same efforts to prevent the unauthorized disclosure of the Confidential Information that it uses to protect its own similar confidential information in compliance with current business standards.

The End User will use the Confidential Information only to perform its obligations or exercise its rights under this EULA.

The obligations of confidentiality shall not apply to any information which (i) is or later becomes publicly known or available without breach of this EULA by the End User (ii) is lawfully obtained by the End User from a third party lawfully in possession of any or all Confidential Information and which is not under an obligation of confidentiality with SCALEDYNAMICS with respect to such information or (iii) is disclosed by the End User pursuant to a judicial order or by operation of law but then only to the extent as ordered or requested.

Prior to any legally compelled disclosure (legal proceedings, subpoena or other similar process), the End User will, to the extent reasonably possible, give SCALEDYNAMICS notice and cooperate with SCALEDYNAMICS in protecting against such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

If the End User becomes aware of any unauthorized use or disclosure of any Confidential Information, then the End User will promptly and fully notify SCALEDYNAMICS in writing of all facts relating to such unauthorized use or disclosure.

7. LIMITED WARRANTY

7.1. Disclaimer of warranty

INASMUCH AS THIS AGREEMENT ALLOWS THE END USER TO EVALUATE THE TRIAL VERSION SOFTWARE WITHOUT CHARGE, THE TRIAL VERSION SOFTWARE AND/OR THE SERVICE ARE PROVIDED "AS IS".

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SCALEDYNAMICS EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SCALEDYNAMICS DOES NOT WARRANT AGAINST INTERFERENCE WITH THE END USER'S ENJOYMENT OF THE TRIAL VERSION SOFTWARE AND/OR THE SERVICE, THAT THE FUNCTIONS CONTAINED IN THE TRIAL VERSION SOFTWARE WILL MEET THE END USER'S REQUIREMENTS, THAT THE OPERATION OF THE TRIAL VERSION SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE TRIAL VERSION SOFTWARE WILL BE CORRECTED, OR THAT THE TRIAL VERSION SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES.

INSTALLATION OF THIS TRIAL VERSION SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OF THE END USER OR THIRD-PARTY SERVICES.

7.2. No guarantee as to corrective updates or support

SCALEDYNAMICS is not obliged to provide maintenance, technical support, corrective measures or updates to the End User for the Trial Version Software. If available, support and maintenance conditions and/modalities shall be incorporated into a specific agreement.

However, SCALEDYNAMICS may, in its sole discretion, make available any technical support, updates and/or supplements of the Trial Version Software and/or related information ("**Updates**") for downloading or use, and SCALEDYNAMICS may notify the End User of the availability of these Updates from time to time at its discretion. All Updates will be deemed to be included in the Trial Version Software and therefore governed by this EULA, unless other terms of use are provided by SCALEDYNAMICS with those Updates.

It is a condition of downloading or using any Updates that the End User provides Feedback to SCALEDYNAMICS regarding the previous pre-release versions of the Trial Version Software that the End User has downloaded. SCALEDYNAMICS may refuse to make any Updates available to the End User if the End User does not comply with this condition.

8. LIMITED LIABILITY

The End User acknowledges and agrees that SCALEDYNAMICS has set the scope of the license granted in **Section 4.1** (on a royalty-free basis) and entered into this EULA upon the disclaimers of warranty and the

limitation of liability set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SCALEDYNAMICS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE END USER'S USE OR INABILITY TO USE THE TRIAL VERSION SOFTWARE, THE SERVICE OR ANY THIRD-PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE TRIAL VERSION SOFTWARE, HOWEVER CAUSED, AND EVEN IF SCALEDYNAMICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF SCALEDYNAMICS FOR DIRECT DAMAGE EXCEED €100.

SCALEDYNAMICS makes no representation that the Trial Version Software are appropriate or available for use in any particular location. The End User expressly acknowledges and agrees that any use of the Trial Version Software is done entirely at its own risk and the End User is responsible for compliance with any applicable laws.

SCALEDYNAMICS disclaims all warranties and liability for any damages incurred by the End User or by any third party relating to the Trial Version Software when caused by:

- the End User's non-compliance with the terms and provisions of the EULA; or
- the End User's non-compliance with the Documentation; or
- improper installation by the End User, misuse, mishandling or improper maintenance of the Trial Version Software; or
- the upload, use or display of the End User Content;
- use of the Trial Version Software in an improper or inappropriate operating environment which does not conform to the Documentation; or
- use of the Trial Version Software in combination with, in connection with or as integrated into software, hardware or equipment which is not the End User's Terminal, unless such combination connection or integration has been expressly approved in writing by SCALEDYNAMICS; or
- use of the Trial Version Software for a purpose other than that for which it is intended to; or
- a weakness, flaw or breach in the security of End User's architecture or system not directly and exclusively caused by the Trial Version Software; or
- changes made to the Trial Version Software, including mandatory changes; or
- maintenance of the Trial Version Software or support intervention by a third party not previously authorized by SCALEDYNAMICS;
- delays, interruptions and disruptions of network and/or Internet transmissions;
- Third party components, and/or Open Source Software;
- Force Majeure events.

The End User agrees and acknowledges that:

- SCALEDYNAMICS has no responsibility or liability for the deletion or failure to store any End User Content and other communications maintained on or transmitted through use of the Service;
- The End User is solely responsible for securing and backing up any End User Content or other communication that the End User may upload or transmit to or through the Service.

THE END USER SHALL INDEMNIFY AND SAVE HARMLESS SCALEDYNAMICS FROM AND AGAINST ANY CLAIM, DEMAND OR LEGAL ACTION ALLEGING LOSS, COSTS, EXPENSES, DAMAGES OR INJURIES ARISING FROM OR RELATED TO THE END USER'S USE OF THE TRIAL VERSION SOFTWARE, THE SERVICE AND THE END USER CONTENT.

9. THIRD PARTY COMPONENTS

The Trial Version Software may contain third party software or Open Source Software which is delivered to the End User as part of the Trial Version Software and may not be taken out or used separately from the Trial Version Software and for which additional terms may be included in the Documentation. A list of the Open Source Software licenses applicable to certain parts of the Trial Version Software is available in license file.

10. DAILY LOG REVIEW AND CONSENT TO USE OF DATA

10.1. Daily log review

The End User agrees that SCALEDYNAMICS may operate a daily log review of the End User use of the Trial Version Software in order to detect patterns of abnormal, continuous or excessive use (e.g. uninterrupted-24 hour-use of SCALEDYNAMICS Software), or malicious activities including failed login attempts or other indicators of possible intrusions ("**Pattern of Abnormal Use**"), as long as it is in a form that does not collect and process personal data pertaining to the End User, its employees or agents.

In the event of Pattern of Abnormal Use, SCALEDYNAMICS may contact the End User by e-mail for additional information or to provide the End User with some assistance. In the absence of any response or a satisfactory response from the End User within 48 hours from SCALEDYNAMICS notification or if SCALEDYNAMICS receives a notification of invalid email address, SCALEDYNAMICS shall be entitled to suspend or terminate the Trial Period with immediate effect.

The End User understands and agrees that the daily log review may provide evidence of potential material breach of the EULA attributable to the End User and may cause termination under the provisions of **Article 12** below.

10.2. Consent to use of data

The End User agrees that SCALEDYNAMICS may collect and use technical and related information about the End User's computer, system and peripherals, that is gathered periodically in order to improve its products, to facilitate the provision of the Trial Version Software updates and support, as long as it is in a form that does not personally identify the End User, its employees or agents, and/or to provide services or technologies to the End User.

11. PERSONAL DATA

11.1. Personal Data processed by SCALEDYNAMICS

SCALEDYNAMICS collects information relating to an identified or identifiable individual ("**Personal Data**") from and relating to the End User: The End User provides some of this Personal Data directly and SCALEDYNAMICS may collect Personal Data about the End User's interactions, use, and experiences with the Trial Version Software.

Such Personal Data includes the End User's name, email address and professional contacts.

SCALEDYNAMICS uses Personal Data in order to (i) provide SCALEDYNAMICS Products or Service (which includes updating, securing, and troubleshooting), as well as providing support, (ii) improve and develop SCALEDYNAMICS Products or Service, (ii) personalize SCALEDYNAMICS Products or Service and provide analysis or recommendations to the End User, (iii) advertise and market to the End User, which includes sending promotional communications, targeting advertising, and presenting the End User with relevant offers from SCALEDYNAMICS or third party companies.

SCALEDYNAMICS shall store Personal Data for the duration of the license set out in **Section 12** of the EULA. From the date of termination of this agreement, SCALEDYNAMICS may retain Personal Data for the necessary duration to comply with any legal or regulatory requirements (including but not limited to purposes of proof) which may compel SCALEDYNAMICS to (i) retain Personal Data or to (ii) respond to any requirements from competent authority (supervisory authority, law enforcement agencies, etc.). If need be, SCALEDYNAMICS may retain Personal Data in an anonymized form.

In the event where SCALEDYNAMICS transfers Personal Data to a country for which the European Commission has not provided an adequacy decision, SCALEDYNAMICS shall provide appropriate safeguards in order to ensure the ongoing confidentiality and integrity of Personal Data.

The End User can control the Personal Data that SCALEDYNAMICS has obtained, and exercise its data protection rights granted by applicable law (access to and rectification or erasure of Personal Data or restriction of processing concerning the End User or to object to processing), by contacting SCALEDYNAMICS by email: welcome@scaledynamics.io

If the End User objects to the abovementioned data processing, the End User may be required to uninstall the Trial Version Software or stop using the Service to stop further Personal Data collection.

The End User is hereby informed that cookies may be installed on its Terminal to improve access to and use of the Trial Version Software and Service.

11.2. Personal Data processed by the End User

In the event where the End User processes Personal Data in its End User Content, such End User:

- acts as data controller for the processing of Personal Data processed in the End User Content by the End User, since such End User determines the purposes and means of such processing of Personal Data;
- retains full liability for any administrative, technical or organizational measures that the End User may be required to undertake or implement under applicable data protection legislation.

12. TERM & TERMINATION

The Trial Period will commence on the date of acceptance of the EULA by the End User for a duration of fifteen (15) days from acceptance of the EULA.

On or before expiration or termination of the Trial Period, the End User agrees to either (i) enter into a Commercial License with SCALEDYNAMICS for continued use of the Software and Service after the expiration of the Trial Period under the terms of such Commercial License, or on the contrary (ii) promptly cease all use of SCALEDYNAMICS Software and Service by uninstalling the Module and destroying all copies of the Module in its possession or control.

The End User is informed that the Trial Version Software has an automated system that will cause it to “time-out” (cease working) after the Trial Period expires. The End User agrees not to circumvent or defeat this system and to cease all use of the Trial Version after the end of the Trial Period.

This EULA and all rights granted by SCALEDYNAMICS hereunder may be immediately terminated by either party if the other party has breached any terms of this agreement and fails to cure such breach within two (2) days of a non-breaching party’s notice thereof.

Notwithstanding the foregoing, SCALEDYNAMICS may immediately terminate the EULA in the event of Pattern(s) of Abnormal Use in accordance with the provisions of **Section 10.1**.

Consequences of termination - Upon expiration or termination of this EULA for any reason whatsoever, the End User shall:

- stop using the Trial Version Software and/or the Services immediately; and
- uninstall the Module; and
- destroy (and certify such destruction) all copies of the Module in its possession or control, including any accompanying Documentation and associated materials.

Unless the End User subscribes to a Commercial License before the end of the Trial Period, the End User is informed and acknowledges that:

- SCALEDYNAMICS will have no obligation to maintain the End User Content in its databases or to forward any such information to the End User or any third party;
- SCALEDYNAMICS shall remove or overwrite all applicable End User Content from SCALEDYNAMICS’ systems following the effective date of termination, in accordance with SCALEDYNAMICS’ standard procedures.

Upon expiration or termination of this EULA, SCALEDYNAMICS may retain information and data about SCALEDYNAMICS Software execution and performance as long as it is in a form that does not personally identify the End User, its employees or agents.

Any terms of this EULA which by their nature should survive the termination of this EULA shall survive such termination. Termination will not limit any of SCALEDYNAMICS’ rights or remedies at law.

The termination of this EULA creates no obligation for the End User to purchase a license to any SCALEDYNAMICS Products or for SCALEDYNAMICS to provide such license.

13. EXPORT CONTROLS

The End User acknowledges that SCALEDYNAMICS Software may be subject to European Union and, when applicable US export regulations. The End User shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. The End User shall not export the Trial Version Software to any individual, entity or country prohibited by applicable law or regulation. The End User is responsible, at its own expense, for any local government permits, licenses or approvals required for importing and/or exporting the Trial Version Software.

14. ASSIGNMENT

SCALEDYNAMICS may assign, or transfer this EULA, or part thereof, and/or delegate, partially or totally, its rights and/or obligations hereunder, to any third party without consent from the End User.

The End User shall not rent, lease, lend, sub-license, assign, transfer, delegate, partially or totally, any of its rights and obligations under this EULA, to any third party without the prior written consent of SCALEDYNAMICS.

15. MISCELLANEOUS

If any portion of this EULA shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remainder of this EULA shall not in any way be affected or impaired thereby.

This EULA is the complete and exclusive statement of the agreement between Parties, with respect to the rights of use of the Trial Version Software, which supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties, relating to this subject matter.

Nothing in this EULA will be construed as creating a joint venture, partnership or principal/agent relationship between the Parties.

Any translation of this EULA is done for local requirements and in the event of any inconsistencies between the English and non-English versions of the EULA. The English version of this EULA shall govern, to the extent not prohibited by local law in the jurisdiction of the End User.

Any delay or nonperformance of any provision of this EULA caused by *Force Majeure* events (conditions beyond the reasonable control of the performing Party) shall not constitute a breach of this EULA, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the *Force Majeure* event preventing the performance.

SCALEDYNAMICS reserves the right to change this EULA at any time and from time to time to reflect changes in the applicable laws, technical or security requirements, or the functionality of the Trial Version Software and/or the Service. If SCALEDYNAMICS decides to change this EULA in the future, SCALEDYNAMICS will post an appropriate notice on SCALEDYNAMICS website and/or give reasonable advance notice to the End User through the User Account or by other means (e.g., via email notification). Any non-material change (such as clarifications) to this EULA will become effective on the date the change is posted and any material changes will become effective thirty (30) days from their posting on SCALEDYNAMICS website. The date of the last update of this EULA is set out at the top of this document. The End User acknowledges and agrees that the End User's continued use of the Trial Version Software and/or the Service after the date of changes to this EULA indicates the End User's agreement to such changes.

If SCALEDYNAMICS does not exercise or enforce any legal right or remedy which is contained in the EULA (or which SCALEDYNAMICS has the benefit of under any applicable law), this will not be deemed a waiver of any such rights or remedies, and that those rights or remedies will still be available to SCALEDYNAMICS.

16. GOVERNING LAW AND JURISDICTION

This EULA is governed by the laws of FRANCE. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The Parties irrevocably agree that the competent court within the jurisdiction of the Court of appeal of Paris, FRANCE shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this EULA or its subject matter, formation or termination for any reason whatsoever (including non-contractual disputes or claims).