

TAAL

LIMITED LICENSE AGREEMENT

1. Introduction

This limited license agreement (the “**Agreement**”) between Taal DIT GmbH (herein referred to as “**Taal**”, “**we**”, “**us**” or “**our**”) and you (referred to in this Agreement as “**Licensee**”, “**you**”, or “**your**” and collectively with Taal the “**Parties**”), applies to your use of any applications, tools, software programs or other code (“**Tools**”) developed and/or owned by Taal or downloaded from Taal websites or other channels where Taal has made such Tools available, other than Tools that have a specific license agreement governing their use. This Agreement sets out the limited license we are granting you to use Tools. If you download and use any Tools, you agree to be bound by this Agreement and the other terms published from time to time by us. If you do not agree to be so bound **YOU MAY NOT USE THE TOOLS**.

2. Definitions

- 2.1. In this Agreement and its recitals and Schedules hereto the following words shall, when used as capitalised terms, bear the following meanings:

“**Agreement**” means this limited license agreement, including its appendixes and any amendments to them as may be published by Taal from time to time.

“**Data Protection Law**” means any present or future Laws or regulations, or guidance or codes of practice issued by an applicable regulator, relating to data privacy, data security, or the use or processing of data relating to natural persons.

“**Documentation**” means any user documentation made available by Taal in connection with the Tools.

“**Laws**” means all applicable laws, statutes, judicial decrees, regulations, administrative rules, guidelines and agency staff reports, and any other requirements issued by a governmental organization (including a transnational governmental organization).

3. License Grant

During the term of this Agreement and subject to the terms and conditions of this Agreement, Taal hereby grants to Licensee a worldwide, revocable, non-exclusive, non-assignable, non-transferable, non-sub-licensable license to download and use the Tools for any commercial and non-commercial use.

4. Your Representations and Covenants to Taal

- 4.1. Licensee shall at all times be in good standing in each jurisdiction in which he, she or it is formed or operates, and shall comply with all applicable Laws of your and your end users, customers and clients jurisdictions of formation or operation.
- 4.2. Licensee represents and warrants that it (i) will comply with all applicable Laws in all jurisdictions in which you or your end users, customers and clients are formed or operate, including without limitation Laws relating to privacy, Data Protection Laws, securities, anti-money laundering, terrorism financing, and sanctions, and (ii) will be responsible for your end users, customers and clients compliance with all such applicable Laws.

- 4.3. The Licensee will not use the Tools in connection with any activities that are illegal in your jurisdictions of formation and operation, including without limitation drug trafficking, pornography, arms dealing, environmental crimes, money laundering, terrorism, sanctions circumvention, human trafficking, smuggling, or extortion.

5. Rights of Ownership and Back License

- 5.1. Taal retains all right, title, and interest in and to the Tools, Documentation, any other information or materials made available to Licensee, and all modifications, enhancements and derivatives thereof (collectively, “**Licensors Materials**”), excluding Licensee Modifications (as defined in Section 5.2 below).
- 5.2. Licensee shall own all modifications, enhancements and derivatives of the Tools made by or on behalf of Licensee (“**Licensee Modifications**”), provided, however, that Licensee may not restrict any further developments of the Tools.
- 5.3. Licensee hereby grants a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, freely assignable and sub-licensable license to Taal and its sub-licensees to copy, edit, modify, translate, include in a compilation or collective work, publicly display, perform, distribute, broadcast, offer for download, stream, publish or otherwise use all Licensee Modifications. Taal agrees to use this limited license in the Licensee Modifications for purpose of maintaining interoperability for all users of the Tools; provided that Taal shall own all right, title, and interest in and to all modifications, enhancements, and derivatives of the Licensee Modifications made by or on behalf of Taal. This allows builders on the Taal ecosystem to commercialize their innovations built on top of the Tools, while making all such innovations openly available to all ecosystem participants.

6. Maintenance and Support

Taal has no maintenance and support obligations in connection with the Tools as it is an open-source software provided for the benefit of the Taal ecosystem. The Licensee shall be responsible for providing maintenance and support to its end users if it so chooses.

7. Payment and Charges

The Tools are being provided pursuant to this Agreement as an open-source software and free of charge.

8. Warranties and Indemnities

- 8.1. Licensee represents and warrants that he, she or it has all necessary and appropriate permissions, rights, and powers to enter into and perform its obligations in this Agreement.
- 8.2. Except as expressly provided in this Section 8, Taal provides the Licensors Materials “as-is” and disclaims any and all warranties (whether express or implied), to the extent possible under applicable Laws, including without limitation warranties of merchantability, accuracy, fitness for a particular purpose, freedom from viruses or other harmful code, title, non-infringement, loss of data, or that the Tools will be error free, and Licensee acknowledges that it is using Licensors Materials at its own risk without representations and warranties of the Taal of any kind.
- 8.3. Licensee shall indemnify, defend, and hold harmless Taal and its affiliates and its and their respective directors, officers, shareholders, employees, and representatives from any out-of-pocket costs, damages, losses, judgements, fines, and expenses (including reasonable attorneys’ fees) arising from any third party demands, claims, or proceedings (a) based on any facts that, if true, constitute (i) use of the Tools, (ii) a breach by Licensee of this Agreement, (iii) a breach by any of your end users, customers and clients of any requirement under this Agreement or a failure by

Licensee to impose or enforce such requirement, (iii) violation of any Laws applicable to Licensee, your end users, customers and clients, including any Data Protection Laws or privacy Laws, or (iv) breach of Licensee's representations and warranties in this Agreement, or (b) arising from any other software used by the Licensee or the Licensee Modifications.

9. Data Protection

Licensee shall comply with, and is solely responsible for the conduct of your own business in accordance with, all applicable Data Protection Laws and data privacy Laws.

10. Limitation of Liability

- 10.1. Except as provided in Section 10.2 below, Taal shall not be liable to Licensee or any third party, including any of your clients, customers or end users, for (i) any consequential, incidental, special, punitive, exemplary or indirect damages, regardless of whether such person or entity has been advised of the possibility of such damages, including but not limited to loss of anticipated profits or economic loss, or (ii) the fullest extent permitted under applicable Law, any other damages for any claim or series of claims arising under this Agreement.
- 10.2. Nothing in this provision, however, shall limit or exclude Taal's liability: (i) for death or personal injury directly and solely caused by the Tools, and excluding any applicable claims arising from the use of the Tools in combination with any materials, information, or software provided by Taal or any third party; or (ii) for any deliberate, fraudulent or grossly negligent breach of this Agreement by Taal or any liability, which cannot be excluded under mandatory applicable Law.

11. Term and Termination

- 11.1. This Agreement shall commence on the date you download or otherwise acquire access to the Tools. You may terminate this Agreement by ceasing all use of Tools and deleting all copies of Tools in your possession.
- 11.2. Taal may terminate this Agreement immediately if you breach any term of this Agreement or if your usage of the Tools breaches any applicable Law. For the avoidance of doubt, failure by Licensee to require or enforce applicable terms and conditions on its clients, customers and end users shall constitute a breach of this Agreement.
- 11.3. Additionally, Taal may terminate this Agreement without reason at its discretion by providing thirty (30) days written notice published on its website or through other generally available media.

12. Applicable Law and Jurisdiction

- 12.1. This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of Switzerland with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980 and the conflict of law rules. The English language shall prevail in the interpretation and construction of this Agreement.
- 12.2. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of Jurisdiction shall be Zürich and the arbitration shall be held in English.
- 12.3. To the extent permitted under applicable Laws, Licensee undertakes not to bring or participate in any class action lawsuit, class-wide arbitration, claims brought in a representative capacity, or any consolidated claims as to any claim, dispute or

controversy that you may have against Taal or its affiliates. Licensee agrees to the entry of injunctive relief to stop such a lawsuit or to remove it as a participant in such lawsuit. Licensee agrees to pay the attorneys' fees and court costs that Taal incurs in seeking such relief. This provision preventing Licensee from bringing, joining or participating in class action lawsuits and other consolidated claims is an independent agreement and does not constitute a waiver of any of Licensee's rights and remedies to pursue a claim individually, and not as a class action, in binding arbitration as provided above. Further, unless both Parties agree otherwise in writing, the arbitrator may not consolidate Licensee's claims with any third party's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

- 12.4. This Agreement is solely between Taal and Licensee. Nothing in this Agreement is intended to create third party beneficiaries, including with any of your clients, customers or end users.

13. Miscellaneous

- 13.1. **Entire Agreement; Amendments:** Absent a specific written agreement between the Taal and the Licensee that supersedes this Agreement, this Agreement contains the entire understanding of the Parties with respect to the license of the Tools, other than Tools which have their own customized license agreement. This Agreement can be amended by Taal by posting an updated version on its website ten (10) days in advance of such amendment.
- 13.2. **Survival:** Article 5, 8 10 and 12 and this Section 13.2 shall survive the termination of this Agreement.
- 13.3. **Severability:** The Parties agree that if any provision or part of a provision of this Agreement shall under any circumstances be deemed invalid, inoperative or otherwise not enforceable, the Agreement as a whole shall remain valid and the invalid or inoperative provision or part of a provision shall be replaced by a provision which the Parties would have agreed on in good faith if they had been aware of the invalidity of the respective provision.