

END CUSTOMER LICENCE AGREEMENT

1. Previous

By accepting this End User Licence by the means indicated in the End User Licence acceptance confirmation request window, you expressly agree to be legally bound by this End User Licence Agreement. Your acceptance by these means is equivalent to your signature and implies a contractual legal binding. This License Agreement is a contract between you (hereinafter referred to as the CLIENT) and JANBY DIGITAL KITCHEN, S.L.

If you do not agree to the terms and conditions of this License Agreement, do not proceed with the use of the Software.

If you are an individual, you must have the legal capacity to enter into contracts in the state, province or country in which you reside in order to enter into this License Agreement. If you have purchased the Software on behalf of a company or organisation, you must be duly authorised to represent that company or organisation and to enter into this Agreement on its behalf, as this Licence Agreement applies to it as a CUSTOMER.

Upon acceptance of this License Agreement, the CUSTOMER shall be entitled to use the software in accordance with the terms and conditions of this Agreement.

2. Acceptance of the terms of use

2.1. Ownership:

The Owner of the Software is JANBY DIGITAL KITCHEN, S.L., (hereinafter "JANBY" or the "Owner" indistinctly) a Spanish mercantile company, with registered office in Azkoitia (Gipuzkoa), Polígono Industrial Basarte, 1, and holder of Tax Identification Number B75101659, registered in the Mercantile Register of Gipuzkoa in Volume 2630, Folio 220, Page SS36040, Entry 1.

2.2. About the Software:

"JANBY TRACK" (hereinafter the Software), is a customisable software application that focuses on enabling more efficient management of food traceability or the cooking of previously prepared food.

The Software that is the subject of this License for Use is not designed or intended for use in hazardous environments requiring highly reliable error-protected operation, including, but not limited to, operations in nuclear facilities, airborne communication and navigation systems, air traffic control, weapons systems or life-support and life-support equipment, or any other application, in which the failure of any software could be a direct cause of death, injury or physical harm or serious damage to property or the environment. JANBY expressly disclaims any express or implied warranty of fitness of the software for such activities.

2.3. About the Hardware:

The Software is provided together with hardware that supports it. The version of the hardware may vary depending on availability and stock, but this does not affect the functionalities of the Software. However, certain functionalities require external hardware and support. JANBY does not provide such external hardware, being in any case the CUSTOMER's obligation to accept and comply with the relevant third-party licenses.

Hereinafter, the Software and hardware together shall be referred to as the "Product".

2.4. About the Client:

CUSTOMER" shall mean any natural or legal person, who accepts this User Licence Agreement, downloads the Software, installs or otherwise uses the Software.

2.5. About the User:

User" shall mean any natural person who, in the name or on behalf of the CUSTOMER, uses the Software in any way.

3. Granting of a licence

3.1. The intellectual property of all the elements that make up the Software, as well as its source code, design, structure, technology, documentation, manuals and other elements contained therein, as well as its improvements and updates, are the property of JANBY, or it has, where appropriate, the rights to use and exploit them. All these elements are protected by the laws on Intellectual and Industrial Property, and their reproduction, distribution, public communication and transformation beyond the limits foreseen in this Contract is prohibited. All rights not expressly granted are reserved by JANBY.

3.2. By accepting this Agreement, JANBY grants you a non-exclusive, non-territorially limited, non-transferable license to download, install, store, upload, run and display ("Use") the Software in accordance with the provisions of this Agreement and subject to the restrictions described in this Agreement, but only for use on the Hardware provided to you.

3.3. This Licence grants the CUSTOMER the right to use the same accordance with the provisions of this Agreement, in particular to:

- a. Receive updates that JANBY establishes as free of charge. Any updates to the Software will become part of the Software and the terms and conditions of this Agreement will apply to them unless they include special terms and conditions, in which case those terms and conditions will apply in preference.
- b. Receive support from JANBY Technical Support as provided in this Agreement.
- c. The Licence is granted on a limited basis, conditioned in any case to the Contract signed between JANBY and the CUSTOMER and to the obsolescence of the Hardware.

3.4. Any rights not expressly granted by this License are reserved to the Rightholder. Any unauthorised use of the Software will result in immediate and automatic termination of the Licence.

3.5. JANBY reserves the right to exercise the rights established in paragraphs a) and b) of article 99 of the current Spanish Intellectual Property Law, as well as to carry out the corrections of errors provided for in article 100.1 of the same Law. In the event that the CLIENT wishes to exercise one of the rights set out in article 100 of the aforementioned Law, he/she must first notify JANBY, which will assist the CLIENT in exercising said rights.

3.6. Unless expressly authorised by JANBY and without prejudice to the rights granted to the CLIENT by the aforementioned Intellectual Property Law, any private copy of the Software is prohibited.

4. Implementation of agreement

4.1. Information about the Agreement has been made known to the CUSTOMER prior to the actions implying acceptance of the Agreement.

4.2. By the mere fact of using the Software in any way and on any device (including the one provided with the Product), the CUSTOMER accepts, in full and without reservation, the present Licence of Use to the full extent and undertakes to comply expressly with this and all its conditions, as well as the conditions of use of the Software, for as long as he/she is a User.

5. Software modifications

5.1. In order to improve the performance of the Software, JANBY may, at any time and without prior notice, make updates and modifications of any kind to the Software and this Agreement.

5.2. JANBY may limit or modify the Software and/or its availability, in order to ensure that all users can take full advantage of it, as well as to prevent possible abuse.

5.3. Any modification to the Software shall become part of the Software and shall be subject to this Licence and any special terms and conditions that imply the User's acceptance of the modification.

6. About the Software

6.1. General:

The Software will be provided by JANBY installed on the specific hardware used to access the service.

The JANBY Software is intended solely for private use by employees who have a relationship with the company contracting the services.

The Software and its functionalities are shown "as is" and "as available" at any given time and, depending on each version, may or may not include certain services with their own limitations and characteristics. Furthermore, it carries only the warranties set forth in this License Agreement.

The Software is neither a backup system nor a business continuity system. The CUSTOMER and/or User expressly acknowledges this feature.

The Product consists of a tablet with the software installed, tag reading sensors and all of these embedded in a protective casing.

The Product has connectivity via Bluetooth, WiFi, Ethernet. It is necessary to periodically connect the device to a network for full operation of the product.

The functionalities of the software can be used after a correct configuration.

6.2. Use of the Software:

The User with System Administrator permission will be able to configure and parameterise the Software as he/she wishes and for this purpose, didactic materials to help him/her with this task will be available at the following link: <https://learn.janby.kitchen>.

6.3. Technical support:

The technical support described in this Agreement is provided through the contact channels of the website <https://janby.kitchen> which are reproduced and accepted as an integral part of this Agreement.

In addition, the CUSTOMER may contract technical support services through the online shop <https://janby.kitchen>.

6.4. Earlier versions:

It is important to have up-to-date versions of the Software. You can find the version history and your Licenses at the following website: <https://learn.janby.kitchen/category/versions>.

6.5. Third party licenses

The CUSTOMER acknowledges that the Software includes third party licenses. These licences can be consulted in Annex I to this agreement.

7. Limitations and obligations of the client

7.1. The CUSTOMER expressly and without limitation undertakes to comply with the following provisions:

- a. Respect the present User Licence Agreement, as well as the Hardware and Software conditions.
- b. To pay the Use Licence as applicable.
- c. Use the Hardware, Software and its services and functionalities in accordance with the applicable legislation, (in particular intellectual and industrial property laws), as well as generally accepted morality and good customs, public order and the present conditions of use.
- d. Not to infringe any right or interest of JANBY or third parties, such as intellectual or industrial property rights (patents, trademarks, trade secrets, copyright or other rights of our property).
- e. Not introduce by any means computer viruses, worms, Trojan horses or any other malicious code designed to interrupt, destroy or limit the functionality of the Software.
- f. Not to reverse engineer and/or decompile or decrypt or use any other system to learn the source code of the Software or any element subject to copyright or underlying intellectual property, or modify the same in any possible way, except and only to the extent that such activity is expressly permitted by applicable law.
- g. Not to damage, disable, overburden, or impair the service (or the network or networks connected to the service), or interfere with any User's use and enjoyment of the service.
- h. Not to take any action or use any means to simulate the appearance or function of JANBY, for any purpose.
- i. Review changes to this User Licence Agreement and notices sent to you, as they may contain important information.

7.2. Furthermore, the CUSTOMER shall in no case have the right to sell, rent, sublicense, lend or otherwise transfer the Software or Hardware of the Rightholder.

7.3. The CUSTOMER may not use the Software after the expiry of the Licence period nor may the CUSTOMER use the Software beyond the number of servers and/or users for which the Licence has been granted.

8. JANBY's Rights and Obligations

8.1. JANBY tries to ensure that its services are durable over time, as well as to improve and expand them, so that the CLIENT and User can use the Software at all times, subject to the availability of the service and its limitations.

8.2. In relation to the Software, JANBY assumes no obligations other than those contained in this Agreement, and reserves all rights and licences not expressly granted herein.

JANBY reserves the right to audit in any way the number of users and devices covered by the Software and shall be entitled to reclaim any amounts due in the event that this Licence is being used in excess of the limits set out in clause 15.

9. Exclusion of warranties

9.1. JANBY guarantees that the programme will work under specific circumstances of network configuration, folder system, connections, existence of firewalls, management of suitable domains,

etc. However, this warranty shall not apply and JANBY expressly disclaims any liability to provide any warranty:

- a. In the event of deficiencies in hardware or servers of the CLIENT or User.
- b. Incompatibility caused by components of the physical devices or programmes installed in the corresponding equipment.
- c. Malfunctions, defects or failures resulting from improper or aggressive use of the Software.
- d. Misuse, accident or negligence in the handling of the Software or improper maintenance.
- e. Force majeure such as theft, vandalism, terrorism, pandemics, power cuts or power surges, incident, alteration, unauthorised modification or repair by a service other than that of the Rightholder, or any other action, whether by you or any third party or for reasons beyond the Rightholder's reasonable control;

9.2. The CUSTOMER acknowledges, accepts and expressly declares that no program is free of errors. The Software includes an internal backup copy of the basic/initial state of the Software in order to be able to perform, if necessary, a factory reset.

9.3. JANBY also provides no warranty of any kind for the Software or the work or results thereof in the event of a breach of the conditions described in this Agreement.

9.4. The CUSTOMER acknowledges that the Software is supplied with the basic configuration, so it shall be the sole responsibility of the User to configure the Software in such a way that it suits his/her needs.

9.5. With the exception of the provisions of this stipulation regarding the guarantee, the Software is supplied "as is" and JANBY does not guarantee and is not responsible for the use made of it. Except for those warranties, conditions, representations or terms the scope of which cannot be excluded or limited under applicable law, the Rightholder and its associated entities make no warranties, conditions, representations or terms (whether express or implied, statutory or in equity, based on custom or otherwise) in relation to anything in particular, including, but not limited to, non-infringement of third party rights, fitness, satisfactory quality, integration and applicability for a particular purpose.

9.6. The CUSTOMER assumes all faults and the entire risk as to the performance of the Software and hardware, as well as the responsibility for selecting the software that will enable him to obtain the results he intends, and for the installation, use and results thereof. Notwithstanding the foregoing, the Rightholder makes no representation or warranty that the Software will be error free or free from interruptions or other failures or that the Software will meet any or all of your requirements, whether or not disclosed to the Rightholder.

9.7. JANBY cannot guarantee the achievement of results that do not depend exclusively on its activity, nor the use or implementation of technologies, knowledge or technical means superior or newer than those initially foreseen in the Software, aspects known and accepted by the User.

10. Exclusion of liability

10.1. JANBY has no further obligations beyond what is contained in this Licence in respect of the User's use of the Software.

10.2. JANBY disclaims all liability on the following terms:

- a. For any damages caused as a result of any error, interruption of the Software or the processes that can be performed with it or related to Internet or mobile network service providers and even Internet saturation, or malfunction, impossibility of connection or access, etc., of the Software.

- b. From any liability for the use of the Software on hardware or computer programs that do not have valid software licenses, are not original, or are copies or modifications of such hardware or computer programs.
- c. For any matter relating to or arising from problems of telecommunications network providers, Internet, fixed or mobile telephony, etc., such as failures in the connection of the Software with the JANBY Services, any interruption in the communications necessary for the provision of the same.
- d. The use of the Software in unsafe or unsuitable environments.
- e. Interruptions of any kind, including interruptions by JANBY with or without notice by us for maintenance, upgrades, enhancements or repairs.
- f. For any advertising or other third party content included in the Software.
- g. Of any matter relating to the User's lack of current, valid or lawful user licences in relation to the software on which the Software runs.
- h. For any damage caused as a result of the use of non-updated versions of the Software. In this regard, in the event of a new version, JANBY will inform the User of the need to download and install it.
- i. The lack of backup or security copy systems on the part of the User.
- j. The use of old or non-updated versions of the Software.

10.3. The Software is intended to serve as a support tool for kitchen professionals, the accuracy and validity of the values it provides may be affected by environmental circumstances (such as the quality or hardness of the water; the presence of microorganisms, oxygen, light or humidity; or improper handling and storage) and legal circumstances (depending on the regulations in force in each territory), and also depends on the accuracy of the data entered by the CUSTOMER and User in the Software itself. It is for this reason that the use of the Software and Hardware is under the absolute responsibility of the CLIENT and User. JANBY's services are aimed at professionals who, under their own responsibility, must interpret the recommendations and calculations provided by the Software. Consequently, JANBY does not commit itself nor is it responsible to any person or entity with respect to any damage supposedly caused by the use or lack of use of JANBY, either directly or indirectly, including work interruptions, loss of data, economic losses, damage in the elaborations or loss of profits foreseen as a result of the use of JANBY. Likewise, JANBY shall not be liable for any warranty or representation made by any third party without its prior written consent.

10.4 Furthermore, in some countries, the laws and jurisdictions do not allow the exclusion of certain guarantees or the exclusion of certain responsibilities, so that in these countries, only and exclusively those not admitted would not be applicable.

10.5. Thus, to the extent permitted by law, neither JANBY nor its suppliers or distributors shall be liable for lost profits or consequential damages for any matter whatsoever.

10.6. The User shall indemnify JANBY against any penalty, indemnity or the like arising out of any breach by the User of this Licence.

10.7. JANBY, its affiliates, partners, employees, directors or shareholders shall not be liable for any loss or damage suffered by the User arising out of its use of the Software, or as a consequence of the use of the Software in respect of any third party.

11. Intellectual and Industrial property

11.1. As provided in the third stipulation, the Software as well as the texts, images, logos, distinctive signs, sounds, animations, videos, and its source code, design, navigation structure, databases and the different elements contained therein are the property of JANBY or it has the rights of use and exploitation of the same, and in this sense, it is protected by the laws on Intellectual and Industrial

Property, and its reproduction, distribution, public communication and transformation is prohibited, except for personal and private use.

11.2. JANBY is the owner of the industrial property rights relating to its own products and services. With regard to quotations of products and services of third parties, the User is informed that they may have industrial and intellectual property rights, which they shall be solely responsible for not violating.

11.3. JANBY will respect the industrial and intellectual property of the content, files or developments sent by the CUSTOMER to JANBY for the provision of the Services through the Software. In this regard, JANBY will not employ or use the Services for purposes other than those of the Software.

12. Protection of personal data

12.1. User data processing:

When setting up a user account, the CUSTOMER must provide the necessary information correctly, truthfully and completely. The CUSTOMER assumes responsibility for providing correct billing details.

JANBY, as data controller, whose full identity is defined in the header of this contract, in compliance with European regulations on the protection of personal data (EU Regulation 2016/679 and, by extension, Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights) informs you that the purposes of the processing of your data are those for the fulfilment and execution of this contract in which it participates as a party or party representative.

Your data are necessary for this purpose and failure to provide them would prevent its formalisation. Under no circumstances will they be used for the establishment of automated decisions.

Your data will be protected within JANBY and will be retained in any case for the duration of the contractual relationship, and thereafter for the time necessary for the safekeeping of the contract.

Furthermore, they will not be passed on to third parties outside the company, although it may be necessary for them to be communicated to other companies in which JANBY has holdings and/or associated companies, but always for the same purposes as stated above. Likewise, no international transfer of data outside the European Economic Area is foreseen. However, in the event that it were necessary for the fulfilment of the purposes of this contract, such transfer would be carried out within the purposes of the processing, to the recipients set out above and provided that the appropriate conditions of guarantees established for this purpose by the regulations are met.

You have the right to request access to your personal data, its rectification and, where appropriate, its deletion, the limitation of its processing, to oppose its processing, as well as its portability. To do so, you can send us a signed letter, enclosing a copy of your identity document, to JANBY, Azkoitia (Gipuzkoa), Polígono Industrial Basarte, 1, with the reference Data Protection. We also inform you that you have the right to lodge a complaint with your data protection supervisory authority.

12.2. Data processing on behalf of third parties:

The provision of the service covered by this Agreement entails (or may entail) access by JANBY to personal data in the files and records owned by the CLIENT. Such access will take place in the capacity of data processor, under the terms provided for in Article 28 of Regulation (EU) 2016/679 and 33 of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights.

JANBY will process the data to which it has access in accordance with the object and purpose of the Agreement, and always under the documented instructions provided by the CLIENT.

JANBY has adopted the technical and organisational measures appropriate to the type of data processed, the context and purposes of the Agreement and the risks of the processing for the rights and freedoms of natural persons.

The Parties do not envisage any subcontracting that, within the framework of the Agreement, involves access to the personal data processed on behalf of the CLIENT. However, in the event that such access is necessary to fulfil the object and purpose of the aforementioned Agreement, the CUSTOMER may authorise JANBY to carry out such subcontracting, in accordance with the provisions of article 28.2 of the GDPR, by means of prior written or specific authorisation. In any case, the document regulating such a relationship shall contain sufficient guarantees of the application of appropriate technical and organisational measures, so that the processing is in accordance with data protection regulations.

JANBY undertakes, in the event of termination of the contractual service, to return all personal data collected under this contractual relationship to the CUSTOMER, without retaining any support or document containing any personal data. However, JANBY may keep, duly blocked, those data that are necessary, as long as liabilities may arise from its relationship with the CLIENT.

JANBY will make available to the CLIENT, at its request, all the information necessary to demonstrate compliance with its obligations.

12.3. Passwords and other data:

JANBY shall treat any information as confidential.

The User is obliged to keep his/her password to access the Software secret and is responsible for any actions carried out using his/her password. If you lose the password or the encryption key to your User account, you will no longer be able to access your data. You may request technical assistance to help you recover your account.

13. Automatic information gathering

13.1. The Software automatically sends information to JANBY in order to store product records and cooking conditions for the CUSTOMER. This data will be accessible to the CUSTOMER through its account in the JANBY Cloud.

13.2. The Software will not send personal data. The information obtained is protected by JANBY according to regulatory requirements.

14. Non-compliances

In case of breach of the terms of this Agreement, JANBY shall have the right to terminate the licence with immediate effect and/or to immediately block the Software without being obliged to refund the purchase price or any part thereof. Such right of termination and/or blocking of the Licence shall be given in the following cases in particular, although this is not a limitative list:

- a. In case of fraudulent use of the Software, for illegal purposes or contrary to the terms of this Agreement.
- b. If you perform acts that may disrupt or interfere with the operation of JANBY's servers or networks related to the Software.
- c. If you employ or use or transmit material that contains computer viruses or other malicious code, files or computer programs.
- d. Attempts to gain unauthorised access to computer systems or networks related to the Software.
- e. Breach of the Licence Agreement in any of its terms relating to JANBY's Intellectual or Industrial Property.
- f. Any other breach of the conditions imposed in this Licence Agreement.

15. Compensation

15.1. If, due to breaches by the User, JANBY suffers damages, losses and costs of any kind (such as lawyers' and solicitors' fees), the CUSTOMER undertakes to compensate them.

15.2. Likewise, if due to breaches by the User any type of claims or proceedings against JANBY are generated, the CUSTOMER will hold JANBY harmless from any expenses, costs, damages or losses arising from its actions.

15.3. Pursuant to the provisions of clause 8.3, JANBY, in addition to terminating the present Licence, may demand payment in respect of the number of users for whom the Software protection was active and who were not covered by the original Licence, adding as a penalty clause, THREE PERCENT PER DAY on the price of each user who has exceeded the limits. Furthermore, in the event that the CUSTOMER refuses for any reason to pay this compensation, the CUSTOMER shall pay the legal costs of any claim that may be generated due to this non-compliance.

15.4. In any case, the liability assumed by JANBY vis-à-vis the CUSTOMER, arising from this Agreement, in no case includes loss of profit and will be limited, in any case, at most and for any concept, to the total amount received by JANBY from the User or CUSTOMER as fees for the provision of the services covered by this Agreement.

16. Recession

16.1. The CUSTOMER may terminate this Licence, for any reason, at any time via the website where the subscription was made or by notifying JANBY through the JANBY contact channels. In such event, you shall immediately return the relevant Hardware and licences.

16.2. Notwithstanding the foregoing, the CUSTOMER shall remain liable for those acts that he/she has undertaken in the use of the Software. Likewise, its obligations will persist once the Licence has been terminated with respect to its acts using the Software, and in particular with respect to damages or harm to JANBY and/or third parties.

16.3. JANBY may terminate any licence with or without cause, at any time, with or without notice, whereupon the User must cease use of the Software, and in particular for the User's breaches of this Agreement.

17. Notifications

Any relevant modification to the Software will be notified to Users. To this end, JANBY reserves the right to send messages and notifications in various forms (including e-mail), which the User consents to receive. JANBY shall not be liable for the non-receipt by the CLIENT of information or notifications sent to the addresses provided by the CLIENT.

18. General issues

18.1. Safeguarding and interpretation of the license

If any provision of the Licence is held to be illegal, invalid or unenforceable as determined by the Authority Having Jurisdiction, it shall be modified so as to be interpreted as enforceable and effective in a manner as close as possible to the original intent of the provision.

The failure to enforce strict performance of any term of this License shall not be construed or interpreted as a waiver by JANBY of its right to enforce strict performance in the future.

The declaration of invalidity of any one or more of the clauses set out in this Licence by the competent authority shall not prejudice the validity of the remaining clauses.

18.2. Language

The language applicable to this Licence is Spanish. If versions of this License have been offered in other languages, it has been for the convenience of the User, who expressly accepts that it will always be governed by the Spanish version.

If there is any contradiction between what the Spanish version of this Licence says and what the translation says, in any case the Spanish version will prevail.

18.3. Assignment and delegation

The User may not assign or delegate the rights granted in this Licence or the obligations undertaken. Any assignment and/or delegation shall be null and void. However, JANBY may freely assign the rights and obligations corresponding to this Licence to third parties under any title whatsoever.

19. Legislation and jurisdiction

19.1. Any claim, cause of action or dispute arising from or related to this Licence of Use shall be governed by Spanish law, regardless of the country of origin of the User, the location of the servers or from where the Software is used.

19.2. Given that the CUSTOMER operates as a professional or commercial entity, due to the purpose of the Software, it will not have the status of Consumer and User in accordance with current legal regulations, and therefore, in the event of a conflict, the parties submit to the courts and tribunals of Azpeitia.

ANNEX I

Third party licenses

Eclipse Public License - v 1.0 (EPL)

EL PROGRAMA ADJUNTO SE PROPORCIONA BAJO LOS TÉRMINOS DE ESTA LICENCIA PÚBLICA ECLIPSE ("ACUERDO"). CUALQUIER USO, REPRODUCCIÓN O DISTRIBUCIÓN DEL PROGRAMA CONSTITUYE LA ACEPTACIÓN DE ESTE ACUERDO POR PARTE DEL DESTINATARIO.

1. DEFINITIONS

"Contribution" means:

- a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
- b) in the case of each subsequent Contributor:
 - i) changes to the Program, and
 - ii) additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

- a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
- b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
- c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on

infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

- d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

- a) it complies with the terms and conditions of this Agreement; and
- b) its license agreement:
 - i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
 - ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
 - iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
 - iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

- a) it must be made available under this Agreement; and
- b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

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