
KOBEE END USER LICENSE AGREEMENT

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

This End User Licence Agreement (“EULA”) is a legal agreement between you, the Licensee and **IKAN DEVELOPMENT NV**, a company registered in Belgium under number 0880.927.868 whose registered office is at 2800 Mechelen, Kardinaal Mercierplein 2, the **Licensor**.

This EULA covers the KOBEE Software and the associated Documentation. This EULA grants a licence to use the Software and the Documentation only. The Licensor does not sell or assign the Software or the Documentation to you.

1. **Definitions and Interpretation**

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

“ Authorised User ”	means an individual authorised by you to use the Software;
“ Documentation ”	means the documentation which accompanies the Software;
“ Licence Fee ”	means the licence fee paid by the Licensee;
“ Software ”	means the Kobee software which is an open Enterprise CI/CD solution to get your desired development and deployment process automated and under control];
“ Warranty Period ”	means the duration of the limited warranty as defined in Clause 9; and
“ you ”, “ your ”	means the Licensee.

2. **System Requirements**

2.1 The Software requires the following hardware and software specifications to install and operate correctly:

<https://docs.kobee.io/technical-sheet-en/6.0/TechSheet.html# technical requirements>

3. **Accepting or Rejecting this EULA**

3.1 By clicking the “**Accept**” button, you indicate your acceptance of this EULA and the terms and conditions set out herein, which will become binding on you and your Authorised Users upon your acceptance.

3.2 By clicking the “**Reject**” button, you indicate your rejection of this EULA and the terms and conditions set out herein. If you do not accept the terms and conditions of this EULA, you must not download, install or use the Software.

4. Ownership of the Software and Documentation

- 4.1 The Software and the Documentation and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor and or its suppliers. This EULA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This EULA grants you a licence to use the Software and the Documentation in accordance with the terms and conditions of this EULA only.
- 4.2 The Licensor also retains ownership of any and all copies of the Software or the Documentation and all intellectual property rights therein, regardless of the form in which the copies may exist.

5. Grant and Scope of Licence

- 5.1 In consideration of your payment of the Licence Fee and your acceptance of this EULA, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to:
 - a) download, install, and use the Software, in accordance with the terms and conditions of this EULA, for internal business purposes only on multiple individual computers or devices for use but limited to the predefined number of Authorised Users;
 - b) use the Documentation in accordance with the terms and conditions of this EULA, for internal business purposes only;
 - c) where the Software is licensed for installation on multiple individual computers or devices for use by the predefined number of Authorised Users, you may transfer the Software to different computers or devices provided that the Software is not used simultaneously on a number of computers or devices exceeding that number;
- 5.2 The licence granted hereunder also extends to updates, patches, fixes and similar that the Licensor may provide.

6. Licence Fee

- 6.1 The applicable License Fee is based on the selected license model for the use of the Software.
- 6.2 All Licence Fees paid for the use of the Software are non-refundable. Once paid, fees are considered fully earned and non-refundable, regardless of the circumstances, including but not limited to termination of services, discontinuation of use of the Software, or any other reason.

7. Licence Restrictions

- 7.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this EULA or is necessary for backup, archival, or other security purposes.
- 7.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this EULA. The information obtained from such actions must not be used for any other purpose.

- 7.3 The actions described in sub-Clause 7.2 will not be permitted if you:
- a) already have readily available to you the information necessary to achieve the permitted objective;
 - b) do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
 - c) supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
 - d) use the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 7.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.
- 7.5 You may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial.
- 7.6 Subject to Clause 8, below, you may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.
- 7.7 You may not use any of Licensor's third party suppliers technology that is embedded in the Software on a separate or standalone basis.

8. **Transfer**

- 8.1 The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

9. **Licensee's Undertakings**

You hereby undertake and agree that:

- 9.1 you will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this EULA;
- 9.2 you will supervise and control any use of the Software by Authorised Users and ensure that they are notified of the terms and conditions of this EULA, understand them, and comply with them; and
- 9.3 you will comply with all applicable laws, rules, and regulations governing technology control and export.

10. **Limited Warranty**

- 10.1 The Software is provided 'as is,' without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor reserves the right to perform maintenance, updates, or alterations to the Software at its discretion. In no

event shall Licensor be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Software or the use or other dealings in the Software.

11. **Limitation of Liability**

- 11.1 The Software and Documentation are provided for internal business use by you, the Licensee.
- 11.2 The Licensor shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA for:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of revenue;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss of use or corruption of software or data;
 - g) business interruption;
 - h) loss of business opportunity, reputation, or goodwill; or
 - i) special, indirect, or consequential loss, damage, charges, or expenses.
- 11.3 Subject to sub-Clause 11.2, above (losses for which the Licensor is not liable), and sub-Clause 11.4, below (liability which is not excluded or limited), the Licensor's maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA shall be limited to the License Fee paid in the 12 month period before the incident causing the liability.
- 11.4 Nothing in this Clause 11 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under Belgian law.
- 11.5 In so far not yet expressed under Clause 11.2 and 11.3, Licensor's third party suppliers disclaim any and all liability for consequential and other indirect damages and implied warranties, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose.
- 11.6 The limitation of liability under Clause 11.3 will apply to both Licensor and its third party suppliers collectively.

12. **No Other Warranties or Liability**

- 12.1 This EULA sets out the full extent of the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set out in this EULA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.
- 12.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this EULA whether by statute, or otherwise, are hereby excluded.
- 12.3 In particular, the Licensor does not warrant that the Software or the

Documentation will meet your particular requirements or that the operation of the Software will be uninterrupted or error-free (subject to the limited warranty in Clause 10). It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.

13. Changes to this EULA

- 13.1 The Licensor reserves the right to amend the terms and conditions of this EULA at any time on written notice to you. You will be notified of such changes by email.
- 13.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this EULA.
- 13.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation.

14. Term and Termination of this EULA

- 14.1 This EULA is effective as long as the applicable License Fees are paid. You may terminate it at any time by fully uninstalling, deleting, or otherwise removing the Software from any and all computers or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.
- 14.2 The Licensor reserves the right to terminate this EULA immediately on written notice to you in the event that you commit a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 14.3 In the event that this EULA is terminated for any reason:
 - a) All rights granted to you by this EULA shall discontinue;
 - b) You must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation;
 - c) You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
 - d) You must immediately delete, destroy, or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation in your possession or control.

15. Privacy and Data Protection

- 15.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of EU data protection legislation and your rights and the rights of Authorised Users thereunder.
- 15.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing

(where applicable), details of your rights and the rights of Authorised Users and how to exercise those rights please refer to the Licensor's Privacy Notice <https://kobee.io/privacy-policy> .

16. Notices

- 16.1 All notices under this EULA shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.
- 16.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you ordered the Software.
- 16.3 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

17. Assignment

- 17.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. Your rights as the Licensee under this EULA will not be affected by such a transfer.
- 17.2 This EULA and the licence granted to you under it are personal to you. Except where expressly permitted under this EULA, you may not transfer your rights and obligations under this EULA to another party without the Licensor's prior written consent.

18. No Waiver

No failure or delay by either party to this EULA in exercising any of its rights under this EULA shall be deemed to be a waiver of that right, and no waiver by either party to this EULA of a breach of any provision of this EULA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Entire Agreement

- 19.1 This EULA contains the entire agreement between the Licensor and Licensee with respect to its subject matter.
- 19.2 This EULA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

20. Severance

- 20.1 In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall

be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

21. Law and Jurisdiction

21.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Belgium.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Antwerp, Belgium.