DUENDE™ SOFTWARE LICENSE AGREEMENT

Effective: October 15, 2026

BY DOWNLOADING, INSTALLING, ACCESSING, CLICKING "ACCEPT", OBTAINING A LICENSE KEY, OR USING THE SOFTWARE, YOU, ON YOUR OWN BEHALF AS AN INDIVIDUAL, AND ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY ON WHOSE BEHALF THE SOFTWARE IS USED, AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, THEN DO NOT DOWNLOAD, INSTALL, ACCESS, "CLICK TO ACCEPT", OBTAIN A LICENSE KEY, OR USE THE SOFTWARE IN ANY FORM AND DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM.

This Duende Software License Agreement ("***Agreement***") is between You and Duende Software, LLC ("***Duende***") and is effective as of the earliest of the date on which You: (i) click a button (or take similar action) acknowledging Your acceptance of this Agreement, (ii) execute a quote, invoice, or purchase order in a form provided to You by Duende that incorporates this Agreement by reference (an "***Order***"), or (iii) You first download, install, or otherwise use the Software (the **"*Effective Date*")**. "***You***" means either the individual person or single entity on whose behalf the Software is hosted and used, as set forth on the applicable Order.

This Agreement sets forth the terms and conditions whereby Duende agrees to provide You with (i) one or more limited licenses to host and use the software application library(ies) for number of "***Connected Applications***", "***Duende User Management Add-On Users***", "***Deployments***", and "***APIs***" (collectively, the "***Usage***") of the "***Edition***" set forth on the applicable Order (or, absent an Order, the Edition that You select and pay for in connection with downloading and/or using such software application library(ies)) (the "***Selected Package***"), (ii) associated online, electronic or hard copy user documentation (the "***Documentation***"), and (iii) any upgrades, modified versions, bug fixes, additions and improvements to the Selected Package that Duende may make available during the Term (collectively referred to as the "***Software***").

Accordingly, You and Duende acknowledge and agree as follows:

1. HEADINGS AND CERTAIN DEFINITIONS.

A. "***Add-Ons***" shall mean any additional modules, features, extensions, components or rights with respect to the Software that are developed and made available by Duende, that supplement or extend the functionality, support, distribution rights, or hosting, deployment, or tenancy rights with respect to the Software, and that are specified on the applicable Order or Duende's applicable pricing page available at duendesoftware.com.

B. "***API***" shall mean a unique application programming interface, typically accessible over HTTP (also known as "Web APIs").

C. "***Connected Application***" shall mean any of (a) a unique OAuth 2.0 client, (b) a unique OpenID Connect "Relying Party (RP)" (*e.g.,* a unique web application, single-page application (SPA), native application, mobile application, or daemon application), (c) a unique SAML 2.0 "Service Provider (SP)" (as identified by a unique entity identifier) for which the Software acts as the identity provider, or (d) a unique relying, consuming, or requesting party under any other federation, single sign-on, or identity protocol

supported by the Software, as applicable. Each separate registration or configuration constitutes a separate Connected Application, including where the same underlying application is registered or configured under more than one protocol. For the avoidance of doubt, the term Connected Applications replaces the term Client IDs, and any reference to Client IDs in a prior version of this Agreement, in any Order, or on Duende's pricing page shall be deemed a reference to Connected Applications.

D. "***Deployment***" shall mean an instance of the Software running in production at a unique uniform resource locator (URL) (e.g., https://login.example.com)

E. "***Duende User Management***" shall mean the user management module, feature, or component of the Software that Duende makes available for storing and managing identity records, as identified as such in the Documentation or on the applicable Order.

F. "***Duende User Management Add-On User***" shall mean each unique identity record stored in Duende User Management that represents a User, identified by its User Management user ID. Duende User Management Add-On Users are a metered component of the Usage only where the applicable Order includes an Add-On for Duende User Management. The number of Duende User Management Add-On Users is the number of such records stored in Duende User Management as of the date of measurement, which is the date specified on the applicable Order or, absent such specification, the date of Duende's written request under Section 3.

G. "***Edition***" shall mean the applicable package of the Software, including the applicable number of Connected Applications, APIs, Deployments, Duende User Management Add-On Users, features, functionality, tenancy, level of technical support and escalations, and any Add-Ons.

H. "***User***" means a person (i.e., end user) that uses an application that is represented by a Connected Application to connect to a Deployment of the Software.

I. All headings contained in this Agreement are inserted for convenience and shall not be deemed part of this Agreement for purposes of interpretation.

J. Capitalized terms used herein but not otherwise defined have the meanings given to such terms: (a) on the applicable Order or (b) if not defined on the Order, the meanings ascribed to such terms on Duende's applicable pricing page available at duendesoftware.com.

2. USE OF THE SOFTWARE.

A. **Limited License**. Subject to Your complete and ongoing compliance with all of the terms and conditions of this Agreement, including without limitation, payment of any applicable fees and all license limitations and restrictions set forth herein, Duende grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (the "***License***") to use the unmodified Software in binary form, internally, solely for the Usage of the Selected Package. If the applicable Order expressly designates a redistribution license tier, the redistribution rights and restrictions set forth in Exhibit A (Redistribution License Addendum) to this Agreement shall apply in addition to the rights granted in this Section 2.A.

B. **Restrictions**. You acknowledge the following restrictions with respect to the License.

(i) You may only host and use for Your internal business purposes, and solely in accordance with the Usage of the Selected Package.

(ii) You may not use the Software in any manner other than installing, hosting and deploying the Software on information technology infrastructure hosted and administered directly by You or administered on cloud hosting services operated by a third-party provider and administered by You.

(iii) Authorized Users may use the Software in the source code form in which Duende generally makes it available solely for internal testing and evaluation purposes ("***Non-Production Use***"). "***Authorized User***" shall mean any employee or contractor of You or Your Affiliates authorized to use the Software subject to the Usage limitations contemplated by the applicable License for Your benefit and not the benefit of any third party.

(iv) You shall not use the Software for any purposes beyond the scope of the Usage and rights granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized User or third party to:

a. copy, modify, or create derivative works of any Software, whether in whole or in part (except in connection with Non-Production Use of the Software);

b. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to or for the benefit of any third party (including on a service bureau or managed service provider basis);

c. remove or obscure any proprietary notices from or in any Software, including without limitation any copyright or other intellectual property notices, security, or access control mechanism;

d. use any Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or

e. access or use any Software for purposes of the development, provision, or use of a competing software service or product, or any other purpose that is to Duende's detriment or commercial disadvantage (including, without limitation, offering services to third parties that are based in whole or in part on use of the Software hereunder without Duende's prior written approval).

(v) You may not sublicense the Software, redistribute the Software, or otherwise permit the installation, hosting, or deployment of the Software by your Affiliates, your customers, or any other third parties. Your Affiliates, customers, and any other third party using the Software must procure their own license with Duende. If You or Your Affiliates would like to rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to or for the benefit of any third party

(e.g., as integrated into Your separate products or services or on a managed services basis), the redistribution rights and restrictions applicable to such use are set forth in and governed by Exhibit A (Redistribution License Addendum) to this Agreement.

a. ***Affiliate***" means any entity that controls, is controlled by, or is under common control with, You.

b. "***Control***" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs. An Affiliate shall only be considered such for so long as such Control exists.

C. **Delivery**. All Software delivered hereunder will be delivered electronically by a reasonable distribution method of Duende's choosing.

D. **Credentials**. Duende will deliver to You certain license keys or other access credentials ("***Credentials***") necessary for the Software's use in accordance with this Agreement for the Term (defined below) of the Agreement. You agree that You are solely responsible for properly updating the Credentials in a timely manner and for any harm of any kind that may be caused by Your failure to update such Credentials. If You acquire the Software by or on behalf of a unit or agency of the U.S. Government (the "***Government***"), the Government agrees that the Software is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to the Software is limited by the terms of this Agreement, pursuant to applicable FAR and/or DFARS and successor regulations.

3. USAGE VERIFICATION. Any use of the Software by You in violation of the terms of this Agreement shall be deemed a material breach of this Agreement. You shall comply with Duende's license compliance verification process including, but not limited to, within ten (10) business days of Your receipt of a written request by Duende, You shall provide to Duende a written report by Your authorized representative certifying the number of Connected Applications, Deployments, APIs, Duende User Management Add-On Users, and/or Add-Ons licensed and in use, and such other information relating to your use of the Software for the time period so specified in Duende's written request, together with such other diagnostic information as may be requested by Duende to confirm Your compliance with the terms of this Agreement. The reporting, diagnostics, and certification rights and obligations set forth in this Section shall survive termination of this Agreement for a period of eighteen (18) months.

4. LICENSE FEES.

A. **Community Edition and Non-Production Use**.

(i) If You: (a) meet the requirements for Community Edition and are so approved in writing by Duende, in its sole discretion or (b) use the Software in Non-Production Use, then Duende may provide the Software to You at no charge for so long as You (y) qualify for a Community Edition License and are so approved by Duende or (z) are using the Software in Non-Production Use, as applicable.

(ii) Duende may from time to time require You to provide such evidence as Duende deems necessary to prove to Duende's satisfaction that You meet Duende's requirements for the Community Edition or Non-Production Use, as applicable, and You will promptly provide such information with a certification from Your authorized representative that such information is true and accurate.

(iii) If Duende determines that You have provided fraudulent or inaccurate information and/or at any point did not or no longer qualify for the Community Edition of the Software or are using the Software for production use without payment for the applicable license, You shall pay to Duende the associated then-current fees for the Software and usage for the entire duration of the unauthorized use.

(iv) You shall notify Duende in writing if, at any time, You are not eligible for the Community Edition or free Non-Production Use of the Software and shall obtain the applicable commercial license and pay the applicable fees for any unauthorized use.

(v) Duende may provide Credentials without independently verifying Your qualifications for the Community Edition or Non-Production Use, as applicable. Duende providing such Credentials does not permit unauthorized use of the Software or relieve Your obligations under this Section 4.

B. **All Other Usage**. If You use the Software for any use except pursuant to a validly qualified Community Edition license or Non-Production Use, You shall pay the fees identified in Your Order (the "***Fees***") without offset or deduction.

C. **Payment**. Fees paid by You are non-refundable except as otherwise expressly set forth herein. You will make all payments hereunder in US dollars via the payment method specified by Duende within thirty (30) days of the Order Effective Date. If You fail to make any payment when due, and You have not notified Duende within ten (10) days of the payment becoming due that the payment is subject to a reasonable good faith dispute, then without limiting Duende's other rights and remedies: (i) Duende may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) You shall reimburse Duende for all reasonable costs incurred by Duende in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Duende may suspend Your and Your Affiliates' use of all or any part of the Software until such amounts are paid in full.

D. **Taxes, etc.** You will be responsible for the payment of all taxes, duties, levies, and other charges including, but not limited to sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority (excluding any taxes based on Duende's income) with respect to the Fees payable to Duende in connection with this Agreement. If Duende is required by any governmental or regulatory authority to pay any such taxes, duties, levies, or charges directly, Duende may issue to you an Order for such taxes, duties, levies, or charges.

5. **SUPPORT**

   A. **Generally**. Duende will only provide support in accordance with the support guidelines posted at https://duendesoftware.com/support and for the applicable Usage of the Selected Package. Duende will use commercially reasonable efforts to resolve all reasonable support requests, but makes no guarantee that all requests can be finally resolved.

   B. **Support Diagnostics**. You may provide and/or Duende may request that You provide certain diagnostic information from You in connection with providing such support ("***Support Diagnostics***"). You are not required to provide such Support Diagnostics, however if you do choose to provide such Support Diagnostics you agree that Duende may use such Support Diagnostics in connection with maintaining Duende's Software.

   C. **Unsupported Platforms, etc**. Duende shall not provide support for: instances of the Software deployed on unsupported platforms as specified in the Documentation accompanying the Software; support requests not resulting from the ordinary use of the Software; or support requests resulting from the use of third-party products.

   D. **Support Contracts.** Duende will not provide You with any individual or customized support services under this Agreement, except as contemplated by the Order. A support contract may be purchased separately from Duende and/or contemplated by the Order for individual or customized support services with varying higher service levels than those provided herein.

6. **EXPORT CONTROLS.** You represent and warrant that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively, "***Export Laws***"). In addition, if the Software is identified as export controlled items under the Export Laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation (including without limitation Cuba, Iran, North Korea, Sudan, or Syria) and that You are not otherwise prohibited under the Export Laws from receiving the Software. Any use in violation of the foregoing limitations and restrictions is strictly prohibited and unlicensed.

7. **RESERVATION OF RIGHTS.** The Software is owned by Duende and licensed, not sold, to You. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except for the limited rights of use granted herein, all right, title and interest to the Software, including patent, copyright, and trademark rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Duende.

8. **CONFIDENTIALITY.**

   A. **Generally**. You acknowledge that the Software is and incorporates Confidential Information (defined below) developed, acquired by or licensed to Duende. You and your Affiliates shall not publish or disclose the Software to any third party or use the Software for any purpose other than described herein without Duende's express prior written consent. A party that receives confidential information (the "***Receiving Party***") from the other party (the "***Disclosing Party***") shall not: (i)

export or re-export (within the meaning of US laws or other export control laws or regulations) any confidential information, except in strict compliance with US laws; (ii) reverse engineer any confidential information; or (iii) disclose or make available the Disclosing Party's confidential information to any of the Receiving Party's employees, agents, contractors or consultants or to any third parties, except those that have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure, than those contained in this Agreement and each of which have a "need to know" in order to carry out the purposes set forth in this Agreement. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of all confidential information disclosed by the other party, including those precautions (i) taken by the disclosing party to protect its own confidential information and (ii) which the disclosing party or its authorized representative may reasonably request from time to time. Neither party shall allow the removal or defacement of any confidentiality or proprietary notice placed on the Confidential Information disclosed by the Disclosing Party. The placement of copyright notices on confidential information shall not constitute publication or otherwise impair the confidential nature of such information.

B. **Confidential Information.** "***Confidential Information***" of a party shall mean confidential trade secrets and other technical and non-technical information in both tangible and intangible form related to the products, software, pricing, product roadmaps, technology, data, know-how, inventions, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive; provided that the term "Confidential Information" shall not include information which the Receiving Party can show by reasonable proof (i) to have been known by the Receiving Party prior to the time of disclosure by the Disclosing Party, (ii) to have become part of the public domain through no fault or breach of this Agreement by the Receiving Party, (iii) to have been disclosed to the Receiving Party in good faith by a third party who is not under any obligation of confidence or secrecy to the Disclosing Party at the time such third party discloses the information to the Receiving Party or (iv) to have been compelled to be produced by a court of competent jurisdiction, provided that the Receiving Party shall first give notice to the Disclosing Party of any such request or order of the court to give the Disclosing Party an opportunity to contest or limit said request or order of the court.

C. **Disclosure**. If an unauthorized use or disclosure of the Disclosing Party's Confidential Information occurs within the Receiving Party's enterprise, the Receiving Party will immediately notify the Disclosing Party or its authorized representative and take, at Receiving Party's expense, all steps which may be available to recover such confidential information and to prevent its subsequent unauthorized use or dissemination.

9. FEEDBACK. If You provide Duende with any comments, bug reports, feedback, enhancements, or modifications proposed or suggested by You for the Software ("***Feedback***"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary You may include in any accompanying communication), and Duende shall have the right to use such Feedback at its discretion, including, but not

limited to the incorporation of such suggested changes into future releases of the Software. You hereby grant Duende a perpetual, irrevocable, transferable, sublicensable, nonexclusive license under all rights necessary to incorporate and use Your Feedback for any purpose, including to make and sell any products and services.

10. TERM AND TERMINATION.

A. **Term**. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to Section 10.B, will continue in effect for the period identified in the Order (the "***Initial Term***"). If the Order does not specify an Initial Term or You have not received an Order (e.g., because You are solely using the Software for Non-Production Use), the Initial Term is one (1) year from the Effective Date. This Agreement will automatically renew at the then current prices for additional successive terms equal to the length of the Initial Term unless earlier terminated pursuant to the express terms of this Agreement or a party gives the other party written notice of non-renewal at least thirty (30) days before the expiration of the then-current term (each a "***Renewal Term***" and together with the Initial Term, the "***Term***").

B. **Termination.** In addition to any other express termination right set forth in this Agreement: (i) Duende may terminate this Agreement, effective on written notice to You, if You: (a) fail to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Duende's delivery of written notice thereof; or (b) breach any of Your obligations under Sections 2.B, 6 or 8; (ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach; or (iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

C. **Following Termination.** Following any termination of this Agreement, You will not be provided any refund, in whole or in part, and You must immediately cease use of the Software, remove or destroy any instances of the Software and/or copies thereof, and be able to show evidence of such cessation to Duende upon request. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement.

11. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY. THE SOFTWARE AND ANY SUPPORT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DUENDE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, RESULTS, AND

NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES WILL DUENDE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF DUENDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL DUENDE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TERMS EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT, THE ABOVE LIMITATIONS AND EXCLUSIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

12. **INDEMNITY**. You agree to indemnify Duende and its affiliates, officers, directors, employees and contractors from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such parties in connection with or arising out of Your use or misuse of the Software.

13. **GOVERNING LAW; VENUE**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, USA, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the federal and state courts of the State of Delaware, USA.

14. **GENERAL PROVISIONS**.

    A. **Entire Agreement**. This Agreement, together with applicable Orders hereunder, contains the entire agreement between You and Duende, and supersedes any other agreement or discussions, oral and written, concerning the subject matter hereof.

    B. **Changes.** Duende may change this Agreement (except for any active associated Orders) from time to time at its discretion. The date on which the Agreement was last modified will be updated at the top of this Agreement. Duende will provide You with reasonable notice prior to any amendments or modifications taking effect, either by emailing the email address associated with Your account or by another method reasonably designed to provide notice to You, including but not limited to publication of such notice in a customer portal. If You use the Software after the effective date of the revised Agreement, such access and use will constitute Your acceptance of the revised Agreement beginning at the next Renewal Term or, if Customer enters into a new Order with Duende, as of the date of execution of such Order.

    C. **Validity**. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

    D. **Not Assignable**. This Agreement is not assignable (including as a matter of law in connection with a merger transaction), transferable or sublicensable by You except

with Duende's prior written consent. Duende may transfer and assign any of its rights and obligations under this Agreement without consent. Any non-permitted assignment will be void and ineffective.

E. **Your Purchase Orders.** You may provide Duende with a valid purchase order; provided, however, Your purchase orders are to be used solely for Your accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Agreement. Any such purchase order provided to Duende shall in no way relieve You of any obligation entered into pursuant to this Agreement including, but not limited to, Your obligation to pay Duende the Fees. To the extent there are any conflicts among the terms of any purchase order and this Agreement or the applicable Order (i.e., the Order in a form provided to You by Duende) related thereto, then the terms of this Agreement and the applicable Order shall govern. To the extent there are any conflicts between the terms of this Agreement or the applicable Order, the terms of the Order shall supersede only those conflicting terms and only to the extent necessary to harmonize the terms of the Order with this Agreement.

F. **Specific Performance**. You agree that in the event of a breach or threatened breach of this Agreement, Duende may suffer irreparable harm and will be entitled to seek specific performance, and preliminary and/or permanent injunctive relief to enforce this Agreement without the need to post bond and that such relief shall be in addition to, and not in lieu of, any monetary damages or other relief a court of competent jurisdiction, whether at law or equity, may award.

G. **UCC and UNCCISG**. This Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

H. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "***Notice***") must be in writing and addressed to the other party at the most recent address provided by the party to receive such Notice. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this section.

I. **Acts of God**. In no event shall Duende be liable to You, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Duende's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

J. **Hazardous Uses.** The Software is not intended for use in connection with any application requiring fail-safe performance, such as the operation of nuclear power facilities, air traffic control or navigation systems, weapons control systems, life support systems, or any other system whose failure could lead to injury, death, environmental damage or mass destruction. You that Duende will have no liability

of any nature, and You are solely responsible, for any expense, loss, injury or damage incurred as a result of such use of the Software.

EXHIBIT A

REDISTRIBUTION LICENSE ADDENDUM

This Redistribution License Addendum (this "Addendum") is Exhibit A to the Duende Software License Agreement (the "Agreement"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall govern solely with respect to the subject matter addressed herein.

This Addendum applies only if and to the extent the applicable Order expressly identifies You as a redistribution licensee or designates a redistribution license tier. If the applicable Order does not expressly grant redistribution rights, this Addendum shall have no force or effect and redistribution of the Software in any form is prohibited under the Agreement.

1. ADDITIONAL DEFINITION

A. Client Product.

"Client Product" shall mean a proprietary software product or application that: (i) has been independently developed and is owned by You or Your Affiliates; (ii) integrates the Software as a functional component; and (iii) is commercially distributed or made available by You or Your Affiliates to multiple, unrelated end users or customers on a product basis under a separate license or subscription arrangement. The term "Client Product" expressly excludes: (a) professional services deliverables, consulting work product, or implementation projects developed for or deployed to specific clients in the context of a services, consulting, or systems integration engagement; (b) managed service deployments in which You deploy or host the Software primarily for the operational benefit of a specific third party rather than distributing a proprietary product that You own and commercially market; (c) any arrangement in which the primary commercial value provided to the end user is the professional service rendered by You rather than use of the independently developed software product itself; and (d) any Person that is primarily engaged in the provision of professional services, consulting, systems integration outsourced services, or managed services to third parties as a principal line of business, regardless of whether such Person also independently develops or commercially markets software products.

2. MODIFIED LICENSE GRANT

A. Redistribution Right.

Subject to the terms and conditions of this Addendum and the Agreement, including payment of the applicable redistribution license fees, Duende grants You a limited, non-exclusive, non-transferable, revocable license to redistribute the Software solely as integrated into Client Products that You and/or Your Affiliates have independently developed, to Your customers, but only: (i) as part of a Client Product under a written agreement with terms at least as restrictive as those contained in the Agreement; and (ii) on a per Client Product basis solely for the named Client Product(s) as outlined on the applicable Order. The redistribution rights granted in this Section supplement, and do not replace, the base license grant in Section 2.A of the Agreement.

3. ADDITIONAL RESTRICTIONS; PROHIBITED USES

A. Client Product Restrictions.

Your redistribution rights under Section 2.A of this Addendum are subject to the following additional conditions: (i) You shall not permit any customer to further redistribute the Software except as incorporated in a Client Product in accordance with this Addendum; (ii) each redistribution to a customer must be accompanied by a written license agreement containing terms at least as protective of Duende's rights as the Agreement; (iii) You shall include all applicable copyright and proprietary notices of Duende in all copies of the Software distributed as part of Client Products; and (iv) You shall promptly notify Duende of any unauthorized redistribution of the Software that comes to Your attention.

B. Prohibited Uses.

Notwithstanding the redistribution rights granted under Section 2.A of this Addendum, You may not use such redistribution rights to: (i) deploy, install, host, or otherwise make the Software available to any third party in connection with professional services, consulting, systems integration, or similar service engagements, where such deployment is for the primary benefit of the specific third party rather than in connection with a Client Product that You independently own and commercially distribute on a product basis to multiple customers; (ii) use the Software on a time-sharing, managed service provider, or service bureau basis, whether in connection with a purported Client Product or otherwise; (iii) operate as a reseller, distributor, or sublicensor of the Software independent of a bona fide Client Product that You independently own and commercially distribute; or (iv) structure or name multiple engagements or deployments as separate Client Products for the purpose of providing Software access to different end clients where the practical effect is substantially equivalent to providing such end clients with separate licenses to the Software. For the avoidance of doubt, the foregoing does not prohibit You from distributing a single, commercially marketed Client Product to multiple, unrelated end-user customers on a product basis.

C. Client Product Representation.

By accepting the terms of this Addendum, You represent and warrant to Duende, as of the date this Addendum takes effect and on a continuing basis throughout its Term, that You are and shall remain a bona fide developer and commercial distributor of Client Products as defined in Section 1.A of this Addendum, and that Your use of the redistribution rights granted herein is and shall remain solely in connection with bona fide Client Products. Duende's compliance verification and audit rights under the Agreement extend to verifying Your compliance with the representation set forth in this Section.

D. Termination for Prohibited Use.

Notwithstanding any cure period or notice requirement set forth in the Agreement, a breach of Section 3.B of this Addendum shall constitute a material, incurable breach of the Agreement and this Addendum, and Duende may terminate this Addendum and the Agreement immediately upon written notice to You without affording You any opportunity to cure.

E. Grandfathering of Pre-Existing Redistribution Orders. Notwithstanding Section 1.A(d) and Section 3.B of this Addendum, the firm-level exclusion set forth in Section 1.A(d) and the use restrictions set forth in Section 3.B shall not apply to redistribution activity conducted pursuant to

an Order for redistribution rights that was entered into and in full force and effect under the standalone Duende Software Redistribution License Agreement prior to the Effective Date of this Addendum. Upon the renewal, expansion, or replacement of any such pre-existing Order, the terms of this Addendum, including without limitation Section 1.A(d) and Section 3.B, shall apply in full to all redistribution activity under such renewed, expanded, or replacement Order, and any use that was grandfathered under the pre-existing Order shall not extend to the renewed or expanded term.

4. POST-TERMINATION CUSTOMER CONTINUITY

Notwithstanding Section 10.C of the Agreement (Following Termination), any termination of the Agreement shall not affect Your customers' right to continue to use any Client Products deployed to them prior to the date of such termination; provided, however, that You are not authorized to and shall not provide such customers any updates to any such Client Products that incorporate the Software absent a written agreement with Duende providing for a valid license for the use of such Software.

5. EXPANDED INDEMNITY

In addition to the indemnification obligations set forth in Section 12 of the Agreement, You agree to indemnify Duende and its affiliates, officers, directors, employees, and contractors from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such parties in connection with or arising out of Your Client Products, including without limitation any claim that a Client Product infringes any third-party intellectual property right.

6. ASSIGNMENT CARVE-OUT

Notwithstanding Section 14.D of the Agreement (Not Assignable), the prohibition on assignment shall not apply to redistributions expressly permitted under Section 2.A of this Addendum. All other assignment restrictions set forth in Section 14.D of the Agreement remain in full force.