

Master Services Agreement (MSA)

General Terms, Use Rights, SLAs
& Exhibits

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This Master Services Agreement (the **"Agreement"**) is entered into on this ____ day of ____, 2026 (**"Effective Date"**) between Cybele Software Inc., a Delaware corporation with its principal place of business at 3422 Old Capitol Trail, Suite 1125 Wilmington, Delaware 19808, USA (the **"Company"** or **"Cybele Software"**) and _____ (the **"Customer"**).

The Company and the Customer shall individually be referred to as a **"Party"** and collectively as **"Parties"** in this Agreement.

WHEREAS, this Agreement consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms the Company presents when an order is placed. This Agreement shall take effect on the Effective Date upon signature by the Customer or its authorized Representative (defined in [Exhibit 1](#)).

WHEREAS, this Agreement applies to all orders placed by all the Customers.

WHEREAS, the capitalized terms used in this Agreement shall have the meaning as ascribed to them in [Exhibit 1](#) of this Agreement.

1. License Terms and Use Rights

1.1 Trial Use

Customer is authorized to use the Software on a royalty-free basis for evaluation purposes during the initial evaluation term of fifteen (15) days unless, prior to the expiration of the trial use period, this license is terminated by written notice by Customer for convenience or terminated by either Party for material breach. The Company reserves the right to terminate or restrict the trial license immediately if it suspects misuse or non-compliance with the terms herein. Upon expiration of the limited evaluation term, the Software may automatically disable itself. Customer use of the Software for any purpose after the expiration of the initial evaluation term is not authorized without Cybele Software's prior written Agreement. The Parties agree and acknowledge that the trial use period may be extended only if both the Customer and a duly authorized Representative of Cybele Software agree in writing to such extension. Additionally, trial or temporary licenses will automatically expire at the end of the trial period without any further notice required from Cybele Software. The Customer must cease all use of the Software upon trial expiration unless a full license is acquired.

1.2 Acceptance Mechanism during Trial Use Period

1.2.1 If, during the trial use period, the Customer identifies any functional issue in the Software that significantly affects its ability to evaluate the Software, the Customer may notify Cybele Software in writing. Such notification must specify the issue encountered and describe the impact on the trial evaluation.

1.2.2 Cybele Software may, at its sole discretion, decide to address or resolve the identified functional issues to support the Customer's evaluation. This may include providing limited technical support, temporary adjustments, or minor updates to the Software. Any such support or adjustment provided during the trial use period shall not create any ongoing obligation for Cybele Software.

1.2.3 If Cybele Software determines that additional time is reasonably necessary for the Customer to evaluate the Software following adjustments or fixes, Cybele Software may offer an extension of the trial period. Any trial extension is at Cybele Software's sole discretion and requires written confirmation. The Customer acknowledges that no additional time will be granted unless explicitly approved by Cybele Software.

1.2.4 Cybele Software reserves the right to limit or refuse any adjustments, support, or extensions if it determines that such changes could impact the Software's functionality, stability, or security, or if the Customer's reported issue does not substantially hinder the intended evaluation of the Software.

1.3 Optional Registration

You have the option to register for full use of the Software at any time by following the instructions in the Purchase Terms, including the payment of the required license fee. Registration will authorize the Customer to use an unlocking license key, which will convert the Software to full use. If Customer exercises their option to register the Software and to continue this license beyond the initial evaluation term, the Term of this Agreement shall be extended according to Purchase Terms unless terminated by either Party in accordance with Clause 16 of this Agreement. Immediately upon termination of this Agreement, the Customer shall satisfy the post-termination obligations as set forth in Clause 16.2.4 of this Agreement. The Customer may purchase additional licenses for the Software from time to time. This Agreement shall take precedence over any Purchase Order for additional licenses, and any conflicting, inconsistent, or additional terms in such Purchase Orders shall be null and void.

1.4 License Grant

Cybele Software grants Customer this limited, non-exclusive, non-transferable, non-assignable right to use the Software, provided Customer adheres to all the terms and conditions of this Agreement. The foregoing is an expressly limited use license and not an assignment, sale, or other transfer of the licensed Software or any Intellectual Property Rights of Cybele Software. The Customer may make limited copies of the Software in machine-readable form solely for archival backup purposes. The Customer must reproduce on each backup copy, all copyright notices and any other proprietary legends present on the original copy of the Software and promptly notify Cybele Software of each backup. The Customer may export the visualization outputs of the Software in machine-readable video format strictly for internal business purposes only, barring any external or third-party distribution without Cybele Software's prior written consent.

2. License Types

Customer is granted the rights to install and use the Software provided that they acquire and dedicate a licensed copy of the Software for each Concurrent User (defined in [Exhibit 1](#)), Named User (defined in [Exhibit 1](#)), or as specified in the Purchase Order and product scheme. Each license is allocated based on the definitions provided below and may not be shared or used concurrently beyond the agreed terms without Cybele Software's prior written consent.

2.1 Concurrent User License

A Concurrent User License permits multiple individuals to access the Software simultaneously, up to the maximum number of concurrent users licensed as specified in the Purchase Order. Usage is monitored through session counting mechanisms to ensure compliance with the licensed limit. Exceeding the maximum number of concurrent users is prohibited and may result in additional fees or termination of the license.

2.2 Named User License

A Named User License designates a license assigned to a specific individual, allowing that person to access the Software. Licenses are personal to the Named User and cannot be shared or transferred without Cybele Software's prior written consent. Session counting may be used to track usage, and limitations on the number of devices or concurrent sessions may apply as specified in the product scheme.

2.3 Developer License

A Developer License grants a single developer the right to develop applications using the Software as a programming tool. The license is assigned to an individual developer and is non-transferable without Cybele Software's prior written consent. Applications developed using the Software may be distributed in accordance with the terms specified by Cybele Software, provided they do not include proprietary components of the Software or otherwise violate Cybele Software's Intellectual Property Rights.

2.4 Subscription License

Cybele Software designates a license valid for a year or other fixed-term as may be agreed between Cybele Software and Customer and is identified as a subscription license in the Purchase Terms (see [Exhibit 2](#)). A Subscription License includes Software Maintenance during the subscription term.

3. License to Use Cybele Software Products

3.1 License Grant

Products are licensed and not sold. Upon Cybele Software's acceptance of each order and subject to Customer's compliance with this Agreement, Cybele Software grants Customer a non-exclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are non-transferable except as expressly permitted under this Agreement or applicable law. Any custom development will be detailed in a separate Statement of Work or SOW (defined in [Exhibit 1](#)).

3.2 License Duration and Purchase Terms

Licenses' granted duration and purchase terms are determined in [Exhibit 2: "Purchase Terms."](#)

3.3 Applicable Use Rights

For subscriptions, the Use Rights will apply at the start of each subscription period. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. Cybele Software may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

3.4 End Users

Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

3.5 Affiliates

The Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Cybele Software. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement, including any breaches or misuse by Affiliates. Customer agrees to indemnify and hold the Company harmless from any claims or damages arising out of actions by its Affiliates.

3.6 Reservation of Rights

Cybele Software reserves all rights not expressly granted in this Agreement. Cybele Software is the sole owner of all the Products it offers. Products are protected by trademarks and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Cybele Software patents or other Cybele Software's Intellectual Property in the device itself or in any other software or devices.

3.7 License Transfers

3.7.1 The Customer may transfer licenses exclusively to employees within their own organization, within the same subsidiary, or within directly owned Affiliates, as defined herein. Any other type of license transfer of any licenses to third parties, including to subsidiaries not wholly owned by Customer, unless explicitly allowed by Cybele Software in writing, is strictly prohibited.

3.7.2 The Company may, upon receiving a written request from the Customer and at its sole discretion, authorize limited exceptions for license transfers outside these parameters in cases involving mergers, acquisitions, or corporate restructuring of the Customer's organization. Any such transfer requires the Company's explicit written approval, which may be granted on a case-by-case basis and subject to additional conditions or fees as deemed appropriate by the Company.

3.7.3 Subject to Clause 3.7.2, all transfers of licenses authorized hereunder shall require that the transferee agree to all terms of this Agreement, with the Customer assuming responsibility for the transferee's compliance.

4. License Restrictions

4.1 In the event that Customer fails to comply with this Agreement and the restrictions hereunder, the license is terminated, and Customer agrees to cease using the Software and uninstall the Software from their computer. Other than as set forth in this Agreement, the Customer:

4.1.1 may not ship, transfer, or export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or use in any manner prohibited by any government agency or any export laws, restrictions, or regulations.

4.1.2 may not rent, lease, lend, sublicense, or redistribute the Software or its output in any form or transfer any rights in this Agreement or the Software to third parties without Cybele Software's written approval.

4.1.3 may not remove, alter, modify, deface, overprint or otherwise obscure Cybele Software's patent, trademark, service mark, copyright notices, Agreement, or any documentation bundled with the Software.

4.1.4 expressly acknowledges and agrees that the abuse by them of any registered license might be liable for damages for loss of business profits or other pecuniary loss suffered by Cybele Software due to such abuse.

4.2 Except as expressly permitted in this Agreement and/or Use Rights, Customer must not (and is not licensed to):

4.2.1 alter, merge, modify, adapt, port, translate, decompile, reverse engineer, disassemble, decipher, decrypt, create derivative works based upon any Product or otherwise attempt to reduce any Product to a human-perceivable form without written approval from Cybele Software or attempt to do so;

4.2.2 install or use non-Cybele Software software or technology in any way that would subject Cybele Software's Intellectual Property or technology to any other license terms;

4.2.3 work around any technical limitations in a Product or restrictions in Product documentation; and/or

4.2.4 transfer parts of a Product separately.

4.3 The Customer agrees and acknowledges that the Software is licensed solely for the Customer's internal use and is strictly prohibited from resale, redistribution, or commercial service provision to third parties without explicit written consent from Cybele Software.

4.4 The Customer agrees and acknowledges that the Customer is restricted from using the Software in any virtualized or cloud environments beyond what is expressly licensed. This includes but is not limited to public cloud hosting or virtual desktops. Virtualized use of the Software requires separate licensing approval from Cybele Software.

4.4.1 The Customer is responsible for safeguarding all license keys issued for the Software. Unauthorized sharing, distribution, or alteration of license keys is prohibited. Cybele Software reserves the right to deactivate any license keys if misuse, tampering, or unauthorized distribution is detected.

5. Verifying Compliance

5.1 The Customer must keep records relating to Products it and its Affiliates use or distribute. At Cybele Software's expense, Cybele Software may verify Customer's and its Affiliates' compliance with this Agreement once per year or more frequently if a material breach of this Agreement is suspected upon 30 days' notice. To do so, Cybele Software may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. The Customer must promptly provide any information and documents that Cybele Software or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, the Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Cybele Software's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Cybele Software for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be deemed Confidential Information and used solely to verify compliance.

5.2 The Customer is expressly prohibited from any intentional alteration of the Product to exceed licensed usage limits. Any attempt to modify, hack, or bypass Cybele Software's restrictions constitutes a material breach of this Agreement and may lead to immediate license suspension or termination.

5.3 In the event of unauthorized overuse or tampering, Cybele Software reserves the right to assess additional fees or penalties as outlined in this Clause for any unauthorized and unlicensed usage. Cybele Software also retains the right to suspend or terminate the Customer's access to the Software until compliance is restored.

6. Privacy and Data Protection

6.1 Personal Data

Cybele Software does not store, manage, or manipulate any Customer Data except in circumstances where such data handling is explicitly agreed upon in writing. Any Customer Data that is processed or stored as part of the Online Services is managed solely by third-party cloud hosting providers, including but not limited to Microsoft Azure and IONOS, under their respective terms and privacy policies.

Cybele Software takes commercially reasonable steps to ensure these third-party service providers maintain adequate security standards, but Cybele Software does not control or assume responsibility for any processing, storage, or data handling carried out by these third-party service providers. Customer acknowledges and agrees that any claims or disputes relating to the processing or handling of Customer Data by third-party service providers must be directed to those service providers, and Cybele Software will not be liable for any breaches, losses, or damages arising from third-party data processing activities.

6.2 Customer Responsibilities and Permissions

The Customer represents and warrants that it has obtained all necessary permissions, consents, and rights to provide Customer Data to Cybele Software and its third-party hosting providers through the use of Online Services for processing. The Customer is solely responsible for compliance with applicable Data Protection Laws, including but not limited to ensuring that all necessary notices have been provided and consents obtained to permit Cybele Software and its providers to process Customer Data under this Agreement.

6.3 Use and Processing of Customer Data

Cybele Software will only use Customer Data as necessary to perform the Online Services as outlined in this Agreement and any applicable SOWs. The Customer acknowledges that Cybele Software may, in certain circumstances, anonymize, pseudonymize, or aggregate Customer Data into de-identified data ("De-Identified Data") solely to improve or maintain the Online Services. Any De-Identified Data shall be used in compliance with applicable Data Protection Laws and without association with the Customer's identity or the Personal Data of the Customer's employees or End Users.

6.4 Data Protection Law Changes

If there is (i) a change in applicable Data Protection Laws that require modifications in how the Online Services are delivered, (ii) an interpretation of a Data Protection Law by the Customer impacting Online Services requirements, or (iii) an emerging cybersecurity threat requiring significant changes in Cybele Software's practices, the Parties will work together in good faith to amend the Agreement to accommodate such changes. If these adjustments impose material changes to the Online Services or create new compliance requirements, Cybele Software reserves the right to adjust its fees or delivery terms to reflect the additional efforts or modifications required.

6.5 Information Security Incidents

Cybele Software shall implement reasonable measures to detect and respond to any information security incidents. In the event of a confirmed data breach or security incident that may compromise the security or privacy of Customer Data, Cybele Software will notify the Customer within 72 hours of becoming aware of the incident. Cybele Software will provide necessary information regarding the breach to assist the Customer in meeting any legal notification obligations.

6.6 Compliance with Data Protection and Security Standards

Each Party shall comply with all applicable Data Protection Laws and privacy laws in performing its obligations under this Agreement. Cybele Software will adhere to commercially reasonable security measures to protect Customer Data, but the Customer acknowledges that it is primarily responsible for its data management practices and compliance requirements as required by law or regulation.

6.7 Legal Basis for Processing

Cybele Software will process Customer Data only to fulfill its contractual obligations under this Agreement or where it has a legitimate interest in doing so, provided that such interest is not overridden by the rights and freedoms of data subjects. If required under applicable Data Protection Laws, the Customer shall ensure that it has a lawful basis for providing any personal data to Cybele Software or its third-party service providers.

6.8 Billing, Contact, and Licensing Information

Cybele Software may collect and process minimal business contact and billing information for the purposes of contract performance, invoicing, license management, and customer support. This information is processed under the legal basis of contractual necessity and will not be used for any other purposes without the Customer's explicit consent. Cybele Software does not collect or request any personal data beyond what is strictly necessary to provide its services.

6.9 Third-Party Vendor Security Compliance

Cybele Software ensures that all third-party service providers handling Customer Data comply with GDPR and industry security standards, including SOC 2 Type II. Cybele Software will conduct an annual Vendor Assessment to verify that these providers implement appropriate technical and organizational measures to protect personal data.

For international data transfers, Cybele Software will only transfer personal data outside the European Economic Area (EEA) where:

- The recipient country has been deemed adequate by the European Commission,
- appropriate Standard Contractual Clauses (SCCs) or other GDPR-compliant safeguards are in place, or
- the Customer has provided explicit consent for such transfer.

6.10 On-Premise Software and Customer Responsibilities

For Customers using on-premise Thinfinity products, Cybele Software does not access, store, or process any Customer Data within the installation. The Customer is the data controller and is solely responsible for implementing necessary security measures, including:

- Managing authentication policies and enforcing multi-factor authentication,
- securing access points and protecting endpoints with physical security and environmental controls,
- ensuring that all personal data processed through the software complies with GDPR requirements.

6.11 Compliance with Complementary User Entity Controls (CUECs)

The Customer acknowledges that it must assess and implement Complementary User Entity Controls (CUECs) relevant to its internal security framework. These controls complement the security measures provided by Cybele Software but remain under the Customer's sole responsibility to evaluate and enforce.

6.12 Data Retention and Deletion Rights

Cybele Software will retain billing and licensing information only for the duration of the contractual relationship or for a legally required retention period. Upon contract termination, Cybele Software will securely delete or anonymize Customer Data, unless retention is required for legal, tax, or regulatory compliance purposes.

Under GDPR, the Customer may request the deletion, rectification, or access to their data at any time, and Cybele Software will comply within the legally mandated timeframes. If the Customer acts as a data controller under GDPR, it is responsible for handling any data subject access requests (DSARs) related to personal data processed through its use of Cybele Software's services.

6.13 Data Breach Notification

In the event of a confirmed personal data breach affecting Customer Data, Cybele Software will notify the Customer without undue delay and no later than 72 hours after becoming aware of the incident, in accordance with GDPR Article 33. The notification will include:

- A description of the nature of the breach,
- the categories and volume of affected data,
- any potential consequences, and
- the measures taken or proposed to mitigate the breach's impact.

The Customer is responsible for determining whether further notifications to data subjects or supervisory authorities are required under applicable Data Protection Laws.

7. Ownership and Intellectual Property

7.1 The Company represents, warrants, and covenants that (i) the Software and/or the Product, as provided, does not infringe or misappropriate any Intellectual Property Rights of any third party, and (ii) it is free from any lien, encumbrance, or restriction on its transfer.

7.2 The foregoing license gives the Customer a limited, non-exclusive, non-transferable, non-assignable license to use the Software. The Company and/or its Affiliates own and retain all right, title, and interest, including all trademark and Intellectual Property Rights, in and to the Software, any related documentation (including design, trademark, source code, systems, and user), and any visual output or video export of the Software and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by the Company. The Software is not sold; it is licensed to Customer under the terms and conditions of this Agreement. Cybele Software is the sole owner and creator of the Software, including all Intellectual Property Rights (including trade secrets rights) relating thereto. No title to the Software or such rights is transferred to the Customer by this Agreement. All rights not expressly granted pursuant to this Agreement are reserved by the Company.

7.3 Any suggestions, ideas, enhancement requests, recommendations, or feedback provided by the Customer regarding the Software's functionality or use shall become the Intellectual Property of the Company. The Company may freely use, disclose, and incorporate such feedback into its Products or services without obligation or restriction.

7.4 The Customer shall not create, distribute, or attempt to create derivative works based on the Software or any of the Company's intellectual property. This includes prohibitions on reverse engineering, decompiling, or unauthorized modification of any elements of the Software.

7.5 Upon termination or expiration of this Agreement, the Customer shall immediately cease using any customizations provided by Cybele Software and promptly uninstall and delete all copies of such customizations. Any continued use of Cybele Software's customizations after termination shall require prior written approval and may be subject to additional licensing terms and fees.

7.6 Marketing and Publicity Rights. The Customer agrees that Cybele Software may use the Customer's name and logo for the limited purpose of identifying the Customer as a client in Cybele Software's marketing materials, website, and other promotional content. The Customer may, at any time, opt out of this identification by providing written notice to Cybele Software, upon which Cybele Software will promptly cease further use of the Customer's name and logo in new materials.

8. Confidentiality

8.1 For purposes of this Agreement, "**Confidential Information**" means any information or materials disclosed by or on behalf of a Party to the other Party before, on or after the Effective Date that:

8.1.1 if disclosed in writing or in the form of tangible materials, is marked "**confidential**" or "**proprietary**" or with a similar designation at the time of such disclosure;

8.1.2 if disclosed orally or presented visually, is identified as "**confidential**" or "**proprietary**" at the time of such disclosure, and is summarized in writing and sent by the Disclosing Party to the Receiving Party within thirty (30) days after any such disclosure; or

8.1.3 due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand it to be confidential or proprietary. The existence of this Agreement, the purpose, and the fact that the Parties are engaged in discussions with respect thereto will be deemed Confidential Information of each Party. For clarity, such information includes but is not limited to the business of the Parties, customer information, financial projections, financial statements, product plans, marketing plans, marketing materials, investment-related information, creditors, logos, and designs, and technical data, inventions, processes, know-how, algorithms, formulae, franchises, databases, computer programs, computer software, user interfaces, source codes, object codes, architectures, and structures, display screens, client lists, layouts, development tools and instructions, templates, and other trade secrets, intangible assets and industrial or proprietary property rights which may or may not be related directly or indirectly to the Party's business and all documentation, media or other tangible embodiment of or relating to any of the foregoing and all proprietary rights therein of the Parties.

8.2 For the purposes of this clause, the "**Disclosing Party**" shall mean the Party who has disclosed its Confidential Information to the other Party in furtherance of the fulfillment of the purposes of this Agreement, and "Receiving Party" shall mean the Party who has come into the possession of or with whom the Confidential Information has been shared by the Disclosing Party.

8.3 The Receiving Party shall not, except as and to the extent required for the performance of their obligations under this Agreement, make any copies, distribute or reproduce the confidential information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the confidential information.

8.4 As regards any information disclosed by or related to the Disclosing Party or any of its customers or clients, the Receiving Party understands that the Disclosing Party shall suffer irreparable damage if the Receiving Party breaches any of their obligations under this Agreement and that monetary damages shall be inadequate to compensate the Disclosing Party. Consequently, the Receiving Party acknowledges that, in addition to any other remedies or rights, the Disclosing Party shall have the right to obtain injunctive relief to enforce the terms of this Agreement.

8.5 Residual Information

Neither Party is required to restrict the work assignments of its Representatives who have had access to Confidential Information. Each Party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the Parties' respective products or services does not create liability under this Agreement or trade secret law, and each Party agrees to limit what it discloses to the other accordingly.

8.6 Duration of Confidentiality Obligation

These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five (5) years after a Party receives the Confidential Information.

8.7 Compliance With Privacy Requirements

The Parties shall comply with the provisions of all Applicable Laws relating to Data Privacy ("**Privacy Requirements**").

8.8 Remedies for Breach of Privacy and Confidentiality Obligations

The Parties agree that any breach or threatened breach of this Clause 8 could cause not only financial harm, but also irreparable harm to the Parties; and that monetary damages may not provide an adequate remedy for such harm. In the event of such a breach or threatened breach, the Disclosing Party shall have the right to seek injunctive relief or other equitable remedies, in addition to any other remedies available at law or equity.

8.9 Treatment of Confidential Information upon Termination

Following the termination of this Agreement, each Party agrees that it will destroy all copies of Confidential Information of the other Party, without retaining any copies thereof, and destroy all copies of any analyses, compilations, studies or other documents prepared by it or for its use containing or reflecting any Confidential Information; provided, however, that each Party may retain such limited copies or materials containing Confidential Information of the other Party for customary document retention and audit purposes, as required by Applicable Law.

Any Confidential information retained pursuant to this provision shall remain subject to the terms of this Agreement.

9. Non-Solicitation and Non-Disparagement

9.1 Non-Solicitation

During the term of this Agreement and for a period of three (3) years following its termination, the Customer agrees that it shall not, either directly or indirectly, through any Affiliate:

9.1.1 Solicit, encourage, or induce any (i) employee, marketing agent, executive, independent contractor, advisor, or consultant of the Company to terminate their engagement with the Company, or (ii) prospective employee, marketing agent, executive, independent contractor, advisor, or consultant with whom the Company has had discussions or negotiations, to refrain from establishing a relationship with the Company.

9.1.2 Induce or attempt to induce any (i) existing customer of the Company to terminate its relationship with the Company, or (ii) potential customer with whom the Company has had discussions or negotiations to refrain from establishing a relationship with the Company.

9.1.3 Originate any publicity, news release, or other public announcement related to this Agreement or any work contemplated under this Agreement without the prior written approval of the Company.

9.2 Non-Disparagement

During the Term of this Agreement and indefinitely thereafter, no Party shall, directly or indirectly, make any public or private statements (whether orally, in writing, electronically, or otherwise) that disparage, denigrate, or malign the other Party or their businesses, products, services, activities, operations, affairs, reputations, or prospects, including their officers, employees, directors, executives, partners, agents, members, or shareholders. A statement shall be considered disparaging if it could reasonably be construed to adversely affect the opinion that any third party may have of the other Party. The foregoing limitations shall not apply to truthful statements made by a Party: (i) to any governmental authority, or (ii) in response to legal processes, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions related to such proceedings).

10. Product Warranties

10.1 Limited Warranties and Remedies

10.1.1 Online Services

Cybele Software warrants that each Online Service will perform in accordance with the applicable SLA during the Customer's use. The Customer's remedies for breach of this warranty are described in the corresponding SLA.

10.1.2 Software

Cybele Software warrants that the Software version that is current at the time will perform substantially as described in this Agreement for one (1) year from the date Customer acquires a license for that version. If it does not, and Customer notifies Cybele Software within the warranty term, Cybele Software will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software. The remedies above are Customer's sole remedies for breach of the warranties in this section. The Customer waives any warranty claims not made during the warranty period.

10.2 Customization Exclusions

The warranties in this Agreement do not apply to any customizations or modifications of the Software created for the Customer at the Customer's request, whether made by Cybele Software or a third party. Custom or Customer-driven modifications are provided "as-is" without any warranty of performance, suitability, or durability.

10.3 Exclusions

The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products or to components of Products that Customer is permitted to redistribute.

11. General Warranties and Disclaimers

11.1 Cybele Software provides its Products and Online Services on an "as is" and "as available" basis. While Cybele Software may periodically provide updates, patches, and upgrades, it does not guarantee that any new versions, updates, or enhancements will be compatible with previous versions or with the Customer's hardware, software, or third-party applications. Cybele Software makes no warranty that the Products will meet any specific requirements or that all legacy features will be retained or maintained in future versions.

11.2 Cybele Software does not warrant that the Products will be uninterrupted, error-free, or entirely secure. The Customer acknowledges that Software performance may vary depending on various factors, including network conditions, third-party hardware, and Customer configurations. Cybele Software shall not be liable for any performance issues caused by such external factors.

11.3 The Products may integrate or operate with certain third-party software or services; however, Cybele Software makes no warranties with respect to third-party software, products, or services. The Customer's use of any third-party product or service is governed by the third-party's terms and conditions, and Cybele Software disclaims all liability for any incompatibility or issues that may arise from the use of third-party products.

11.4 Cybele Software does not warrant or represent that the use of its Products will achieve any specific results or performance metrics. Any performance targets or estimates provided by Cybele Software are for informational purposes only and do not constitute a warranty.

11.5 To the fullest extent permitted by applicable law, Cybele Software disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information provided by Cybele Software, its agents, or employees shall create any warranty not expressly stated herein.

11.6 The Customer's exclusive remedy for any breach of warranty shall be limited to the correction of the Product, if possible, or the provision of a workaround by Cybele Software. If Cybele Software is unable to remedy the breach within a reasonable time, the Customer may be entitled to terminate the specific license for the affected Product, and Cybele Software's liability shall be limited to a refund of the fees paid for the affected Product on a prorated basis.

12. Indemnification

12.1 Indemnification by The Customer

12.1.1 The Customer agrees to indemnify, defend, and hold harmless the Company, along with its officers, directors, employees, agents, and Affiliates, against any and all Claims arising out of or related to:

12.1.1.1 any claims arising from the Customer's misuse of the Products, data security failures, or vulnerabilities on the Customer's side that lead to a security incident, as well as breaches of third-party software integration terms; or

12.1.1.2 Any breach of the Customer's obligations under this Agreement, or violations of applicable law, regulation, or order by the Customer or its Affiliates, that results in a claim against the Company.

12.2 Indemnification by The Company

12.2.1 The Company agrees to indemnify, defend, and hold harmless the Customer, along with its officers, directors, employees, agents, and Affiliates, against any and all claims, suits, actions, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) ("**Claims**") arising out of or related to:

12.2.1.1 any third-party claims alleging that the Products or any materials provided by the Company infringe upon third-party Intellectual Property Rights, except where such infringement arises from modifications or integrations made by the Customer without the Company's authorization.

12.2.1.2 any breach of the Company's obligations under this Agreement, or violations of applicable law, regulation, or order by the Company or its agents, that results in a claim against the Customer.

13. Limitation of Liability

For each Product, each Party's maximum aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts, the Customer is required to pay for the Products during the term of the applicable licenses, subject to the following:

13.1 Subscriptions

For Products ordered on a subscription basis, Cybele Software's maximum liability to the Customer for any incident giving rise to a claim will not exceed the amount the Customer paid for the Product during the 12 months before the incident.

13.2 Exclusions

In no event will either Party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

13.3 Customer-Driven Modifications

Cybele Software's liability for any damages arising from the Customer-driven modifications, integrations, or unauthorized alterations to the Product is strictly limited to the extent of documented direct damages directly caused by Cybele Software's actions. Cybele Software shall not be liable for any losses, damages, or failures resulting from modifications or third-party integrations not expressly authorized in writing by Cybele Software.

13.4 Exceptions

No limitation or exclusions will apply to liability arising out of either Party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other Party's Intellectual Property Rights.

13.5 Force Majeure

Neither Party shall be liable for failure or delay in performing its obligations under this Agreement due to circumstances beyond its control, including natural disasters, strikes, government actions, cyber incidents (e.g., cyber-attacks, ransomware), or widespread internet service disruptions. In the event of such an occurrence, the affected Party will notify the other Party as soon as reasonably possible.

13.6 Third-Party Hosting and Data Breach Liability

For Online Services, Cybele Software utilizes third-party cloud hosting providers, such as Microsoft Azure & IONOS, which may store and manage Customer data with the Customer's consent. While Cybele Software takes commercially reasonable steps to ensure that these service providers maintain appropriate security measures, Cybele Software does not control and cannot guarantee the security of such third-party systems. Customer acknowledges and agrees that Cybele Software shall not be liable for any data breaches, unauthorized access, or other security incidents that occur as a result of actions or negligence by third-party service providers. Cybele Software is not responsible for any damages, losses, or liabilities incurred by the Customer arising from such incidents. In the event of a security breach or unauthorized access involving third-party cloud hosting providers, Cybele Software will notify Customer within 72 hours of becoming aware of such an incident and will provide Customer with sufficient information to meet any regulatory obligations with respect to data breach notifications. Cybele Software will cooperate with the Customer in investigating the breach and provide assistance as reasonably necessary to mitigate any adverse effects. This includes working with the third-party service providers to address the breach and ensure the security of Customer data. However, Cybele Software will not be responsible for third-party service providers' actions or negligence nor liable for any damages arising out of such incidents.

14. Partners

14.1 Selecting a Partner

The Customer may authorize a Partner to place orders on the Customer's behalf and manage the Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, the Customer must select an authorized replacement Partner or purchase directly from Cybele Software. Partners and other third parties are not agents of Cybele Software and are not authorized to enter into any agreement with Customer on behalf of Cybele Software.

14.2 Support and Professional Services

The Customer's Partner will provide details on support services available for Products purchased under this Agreement. Support services may be performed by Partner or its designee, which in some cases may be Cybele Software. If Customer purchases professional services under this Agreement, the performance of those professional services will be subject to the terms and conditions in the corresponding SOW.

15. Service Level Agreement (SLA)

15.1 Cybele Software offers four Service Level Agreements (SLAs) detailed in Exhibit 3: "SLAs Chart". The Customer is assigned an Administrative SLA by default with any license order, which covers standard support. All other SLAs are available by soliciting a quote from the Sales Department. If the Customer wishes to upgrade or change their assigned SLA during the term of the Agreement, the Customer must request a quote. Cybele Software retains the right to evaluate and, at its sole discretion, decline any Customer-requested modifications to the Software that may adversely impact the Software's performance, stability, security, or compatibility with other customers' environments. Any such upgrade or change will be subject to Cybele Software's approval and may result in an adjustment to the pricing for the remainder of the subscription term.

15.2 Any SLA changes will take effect on the date agreed upon in writing by both Parties and may not be applied retroactively unless expressly agreed upon. Cybele Software reserves the right to decline requests for SLA changes during certain critical periods, such as peak usage times, to ensure service stability for all customers. Severity categories are detailed below:

15.2.1 Severity 1

A critical problem in which the service is down, inoperable, inaccessible, or unavailable; otherwise materially cease operation; or perform, or fail to perform, so as to prevent useful work from being done.

15.2.2 Severity 2

A problem in which the service is severely limited or major functions are performing improperly, and the situation is significantly impacting certain portions of users' operations or productivity.

15.2.3 Severity 3

A minor problem that is an irritant, affects non-essential functions, or has minimal business operations impact; is localized or has isolated impact; is an operational nuisance, results in documentation errors, or is otherwise not Severity 1 or

Severity 2.

15.2.4 Severity 4

A cosmetic problem that affects non-essential functions, or has minimal business operations impact, is localized or has isolated impact, is an operational nuisance, or is otherwise not Severity 1, Severity 2, or Severity 3, but represents an inconvenient behavior.

16. Term and Termination

16.1 Term

This Agreement shall commence on the Effective Date and shall remain in effect until terminated as outlined in this section (the "**Term**").

16.2 Termination

This Agreement may be terminated under the following conditions:

16.2.1 For Cause

16.2.1.1 Either Party may terminate this Agreement by providing written notice if the other Party commits a material breach of any obligation under this Agreement, which is either incapable of cure or, if capable of cure, is not cured within thirty (30) days after receiving written notice of the breach.

16.2.1.2 Either Party may terminate this Agreement immediately if the other Party becomes insolvent, enters into bankruptcy, or undergoes any similar proceedings.

16.2.2 For Non-Payment

16.2.2.1 Cybele Software reserves the right to terminate this Agreement and all associated Online Services if any outstanding invoice remains unpaid beyond a fifteen (15) day grace period after the payment due date. If the Customer disputes an invoice within this period, termination will be postponed. In the event of a disputed invoice, the grace period shall reset to fifteen (15) days from the date the dispute is formally resolved or an agreement is reached between the Parties, whichever is sooner. Any adjustments or final payments must be completed following the resolution to maintain service continuity, or Cybele Software shall terminate this Agreement upon non-payment.

16.2.3 Without Cause

The Agreement will be terminated when the Purchase Terms' period is through. Termination without cause is subject to the following:

16.2.3.1 If Cybele Software terminates without cause, it shall return to the Customer any prepaid amounts for Online Services not yet provided.

16.2.3.2 If the Customer terminates without cause, the Customer shall pay Cybele Software a prorated termination fee to cover any prepaid or agreed costs through the remainder of the subscription period.

16.2.4 Post-Termination Obligations

Upon termination of this Agreement for any reason:

16.2.4.1 The Customer's license to access and use the Product and Online Services will terminate immediately. The Customer shall uninstall and delete all copies of the Software and associated materials from its systems and, within thirty (30) days of termination, provide Cybele Software with written confirmation of such deletion and uninstallation.

16.2.4.2 Within thirty (30) days following the termination, the Customer shall return or, at Cybele Software's request, destroy all materials belonging to Cybele Software, including but not limited to any confidential Information. The Customer agrees not to retain copies of any such materials or information after termination.

16.2.4.3 Upon termination of Services, Cybele Software will, upon written request from the Customer, provide a copy of the Customer's data in a mutually agreed format (such as .csv or .txt) within thirty (30) days from the termination date. Cybele Software will delete all Customer Data from its systems within ninety (90) days of termination, except as required by law, where data may be retained but securely isolated and protected from further processing.

16.2.4.4 Termination shall not affect any rights, obligations, or liabilities that accrued before termination or those that expressly or by their nature survive termination, including but not limited to confidentiality obligations, accrued payment obligations, indemnification, and limitations of liability.

16.2.4.5 Cybele Software reserves the right to verify compliance with post-termination obligations, including the removal of any Product or Online Services from the Customer's systems. The Customer agrees to cooperate with such verification efforts, including providing written confirmation of uninstallation upon request.

17. Governing Law and Dispute Resolution

17.1 This Agreement and any non-contractual obligation from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and federal laws of the United States, without regard to its conflict of law principles.

17.2 The Parties agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination or any alleged breach of this Agreement shall be resolved initially through mutual negotiations between the Company and the Customer.

17.3 If the dispute is not resolved by mutual negotiations within 30 (Thirty) days, the dispute shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules in force on the date of the submission of the request for arbitration (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause.

17.4 The number of arbitrators, to be appointed in accordance with the Rules, shall be 3 (three).

17.5 The legal seat of the arbitration shall be Wilmington, Delaware, USA, and the language of the arbitration shall be English. The cost of arbitration shall be equally borne by the Parties.

17.6 The arbitrator's decision shall be final and binding on both Parties, and judgment upon the award may be entered in any court having jurisdiction.

17.7 The prevailing Party in any dispute resolution proceedings under this Agreement shall be entitled to recover reasonable legal fees, costs, and expenses incurred, including fees associated with mediation or arbitration.

18. Miscellaneous

18.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship between the Customer and Cybele Software. Each Party may develop products independently without using the other's Confidential Information.

18.2 Non-Exclusivity

Customer is free to enter into agreements to license, use, and promote the products and services of others, provided such activities do not involve Cybele Software's Confidential Information or violate any obligations under this Agreement.

18.3 Amendments

Cybele Software may modify this Agreement from time to time. Changes to other terms will not apply until the Customer accepts them or unless the changes are required by law. Cybele Software will provide Customer with at least 30 days' written notice of any material changes to this Agreement. If Customer does not agree to the proposed changes, Customer may notify Cybele Software within the 30-day notice period to reject the amendments. In the event of a rejection, the Parties will engage in good-faith negotiations. If a resolution is not reached within thirty (30) days after Customer's notice of rejection, Customer may terminate the Agreement without penalty. Continued use of the Products after the 30-day notice period without objection constitutes acceptance of the changes. Cybele Software may also require the Customer to accept revised or additional terms before processing new orders. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

18.4 Assignment

Either Party may assign this Agreement to an Affiliate, but it must notify the other Party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Cybele Software may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. The assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

18.5 U.S. Export

Products are subject to U.S. export jurisdiction. The Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions by the U.S. and other governments related to Cybele Software products, services, and technologies.

18.6 Severability

In the event that any of the terms, conditions, or provisions contained in this Agreement are determined by any competent court or other authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to that extent be severed from the remaining terms, conditions, and provisions which shall continue to be valid to the fullest extent permitted by the applicable laws.

18.7 Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

18.8 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

18.9 Survival

All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

18.10 Notices

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Cybele Software must be sent to the following address:

Cybele Software Inc.

3422 Old Capitol Trail, Suite 1125 Wilmington, Delaware 19808, USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its billing address. Cybele Software may send notices and other information to Customer by email or other electronic form.

18.11 Order of Precedence

These general terms and the associated purchase terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the License Terms and Use Rights take precedence over these general terms as to the applicable Product. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

18.12 Cybele Software Affiliates and Contractors

Cybele Software may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Cybele Software remains responsible for their performance to the extent detailed in Clause 13 of this Agreement.

18.13 Government Procurement Rules

By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement, and (iii) this Agreement satisfies all applicable procurement requirements.

— SIGNATURE PAGE FOLLOWS —

IN WITNESS WHEREOF

the Parties have duly executed this Agreement on the date first written above.

Signed and Delivered By:	Signature
For: The Company Name: Leo Laurencio (CSO & Authorised Signatory) Date:	
For: The Customer Name: Date:	

Exhibit 1: Definitions

a. Definitions

1. Affiliate

Means any legal entity that controls, or is controlled by, or is under common control with a Party.

2. Concurrent User

Refers to any individual who accesses the Software at any given time under a single license.

3. Control

Means ownership of more than a 50% interest in voting securities in an entity or the power to direct the management and policies of an entity.

4. Confidential

Shall have the meaning as ascribed to in Clause 8 of this Agreement.

5. Customer

Means the entity identified as such on the account associated with this Agreement.

6. Customer Data

Means all data, including but not limited to text, sound, software, image or video files, that are provided to Cybele Software or its Affiliates by, or on behalf of, Customer and its Affiliates through the use of Online Services. It may further include any information generated, processed, or stored as a result of the Customer's interactions with Online Services.

7. Data Protection Law(s)

Means all applicable federal, state, and international laws, regulations, and directives governing the collection, use, storage, transfer, or processing of Personal Data (or similar data or information) where Online Services are performed or delivered. This includes, without limitation, the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA) (Cal. Civ. Code §§ 1798.100 to 1798.199.100), the Delaware Online Privacy and Protection Act (DOPPA), and the General Data Protection Regulation (EU GDPR) (Regulation (EU) 2016/679). Further, this term encompasses any other laws and regulations related to data protection and privacy that apply to the Parties' processing of Personal Data under this Agreement, including any amendments, replacements, or superseding legislation.

8. Effective Date

Shall mean the date on which this Agreement is signed by both the Parties.

9. End User

Means any person Customer permits to use a Product or access Customer Data.

10. Exhibit(s)

Refers to any supplementary document(s) attached to and made a part of this Agreement and any other documents that provide additional terms, specifications, service levels, or technical information related to the Products or services provided by Cybele Software under this Agreement. Each Exhibit is incorporated herein by reference and shall have the same force and effect as if set forth in the body of this Agreement.

11. Intellectual Property

Shall mean any and all trademarks and service marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents (whether or not registered), performance rights, database rights and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, or any part thereof and which exist, or may exist, in any jurisdiction, and the term Intellectual Property Rights shall accordingly be construed as rights to Intellectual Property.

12. Named User

Is an individual specifically designated by the Customer to use the Software under a single-user license.

13. Non-Cybele Software Product

Means any third-party-branded software, data, service, website or product unless incorporated by Cybele Software in a Product.

14. Online Services

Means Company-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

15. Partner

Means any company Cybele Software has authorized to distribute Products to the Customer on its behalf.

16. Personal Data

Means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

17. Product

Means all Software and Online Services that the Company offers under this Agreement, including previews, prerelease versions, updates, patches, and bug fixes from the Company. Product availability may vary by region. For the avoidance of doubt, the "Product" does not include Non-Cybele Software Products.

18. Purchase Order

Refers to an official document issued by the Customer to Cybele Software, indicating the specific products, services, or licenses requested, along with agreed pricing, quantities, and other terms related to the purchase. The terms and conditions of the Purchase Order are subject to the terms of this Agreement and do not alter, modify, or supersede any terms within the Agreement unless expressly agreed upon in writing by Cybele Software.

19. Representatives

Means a Party's employees, Affiliates, contractors, advisors, and consultants.

20. Service Level Agreement(s) (or SLA)

Refers to a documented commitment between Cybele Software and the Customer that specifies the minimum performance standards, service metrics, and quality levels to be achieved and maintained for the Product or Online Service provided under this Agreement. The SLA outlines responsibilities, remedies, and any credits or compensation applicable if Cybele Software fails to meet these defined service levels. All SLA commitments are subject to the terms, conditions, and limitations outlined in this Agreement and any applicable annexes or exhibits.

21. Software

Means licensed copies of the Company's software identified. Software does not include Online Services, but Software may be part of an Online Service.

22. Software Maintenance

Means routine updates, bug fixes, patches, or minor enhancements that the Company provides for the purpose of maintaining the Product in good working order under the terms of a subscription. "Software Maintenance" does not include new features or functionality upgrades, which may be provided separately under a different agreement or subscription.

23. Statement of Work (or SOW)

Means a written document executed by both Parties that outlines specific, customized services or deliverables to be provided by Cybele Software to the Customer beyond the scope of standard Products or services covered under this Agreement.

24. Use

Means to copy, download, install, run, access, display, use or otherwise interact with.

25. Use Rights

Means the license terms and terms of service set forth in this Agreement. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

b. Interpretation

1. The Schedules, Annexures, and Exhibits to this Agreement shall be deemed to form part of this Agreement.
2. The terms "**hereof**", "**herein**", "**hereby**", "**hereto**" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.
3. References to a Party shall, where the context permits, include such Party's respective successors, legal representatives, and permitted assigns and in the case of individuals, will include their legal heirs.
4. The headings or interpretations are inserted for convenience only and shall not affect the construction of this Agreement.
5. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine, and neuter genders.
6. Reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision (as so modified or re-enacted), except to the extent that such provision modified or re-enacted after the date of this Agreement would create or increase the liability of the Parties under this Agreement.
7. References to the word "**include**" shall be construed without limitation.

Exhibit 2: Purchase Terms

If the Customer orders from a Partner, the Partner will set the Customer's pricing and payment terms for that order, and the Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Cybele Software are set by Cybele Software, and Customer will pay the amount due as described in this section:

a. Payment Method

The Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Cybele Software with a payment method, Customer (1) consents to Cybele Software's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Cybele Software to charge Customer using that payment method for orders under this Agreement.

b. Invoices

Cybele Software may invoice eligible Customers. The Customer's ability to elect payment by invoice is subject to Cybele Software's approval of the Customer's financial condition. The Customer authorizes Cybele Software to obtain information about the Customer's financial condition, which may include credit reports, to assess the Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, the Customer may be required to provide their balance sheet, profit and loss, and cash flow statements to Cybele Software. The Customer may be required to provide security in a form acceptable to Cybele Software to be eligible for invoicing. Cybele Software may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Cybele Software of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. Invoice Payment Terms

Each invoice will identify the amounts payable by Customer to Cybele Software for the period corresponding to the invoice. The Customer will pay all amounts due within fifteen (15) calendar days following the invoice date unless both parties agree on a new net term in writing. Subject to Clause 16.2.2 of this Agreement, if the Customer disputes an invoice within the fifteen (15) day payment period, Cybele Software will not terminate Services while the dispute is under review, provided the dispute is submitted in good faith. The net terms will recommence from the date a resolution is achieved between the Parties or fifteen (15) days after Cybele Software formally receives the dispute notice, whichever is sooner. Lack of payment after said period will result in automatic service cancellation.

d. Late Payment

Cybele Software may, at its option, assess a late fee on any payments to Cybele Software that are past due at a rate of ten percent (10%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. Automatic Subscription Renewal

All subscriptions renew automatically unless a cancellation request is submitted by the Customer at least one (1) business day before the renewal date. Once renewal charges are processed, refunds are unavailable for cancellations submitted after this deadline.

f. Cancellation Fee

If a subscription permits early termination and the Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee. The Customer will not be charged when notifying early a subscription's end on the corresponding renewal date. If the Customer notifies Cybele Software of a subscription's non-renewal at least one (1) business day prior to the renewal date, no cancellation fees will apply.

g. Recurring Payments

For subscriptions that renew automatically, Customer authorizes Cybele Software to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Cybele Software to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "**Electronic Payments**"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Cybele Software or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

h. Refunds

Cybele Software will only provide refunds if the customer submits a claim within five business days of purchase, or if the purchased service fails to meet the requirements agreed upon before the purchase. The customer acknowledges and accepts these conditions.

i. Customer Billing and Accounts Payable Information

The customer agrees to provide accurate and up-to-date billing contact information, as set below:

Name of the contact person: _____

Email address: _____

Phone number: _____

Cybele Software will deliver invoices in PDF format or in the form of payment links to the email address provided above. Failure to comply with the payment terms allows Cybele Software to discontinue the service immediately after the respective invoice becomes overdue.

Exhibit 3: SLAs Chart

SLA Name	Administrative	Business Operational	Business Critical	Mission Critical / Enterprise
Number of Technical Meetings per Month	2	Up to 5	Unlimited: based on tech support availability *	Unlimited: weekly or daily call if needed
Technical Owner Assigned	No	Yes	Yes	Yes
Account Manager	No	Yes	Yes	Yes
Customer Success	No	1 hs	3 hs	As needed
Billing Based on Usage Reports	-	-	-	X
Acknowledgment of Receipt of an Error Report				
Severity 1	24 hs	12 hs	3 hs • Can be reported by phone	Immediate • Direct teams chat, hotline
Severity 2	48 hs	24 hs	6 hs	4 hs
Severity 3	48 hs	24 hs	12 hs	8 hs
Severity 4	72 hs	72 hs	24 hs	24 hs
Reestablish System to be Operational				
Severity 1	N/A	12 hs	6 hs	4 hs
Severity 2	N/A	12 hs	6 hs	6 hs
Severity 3	N/A	24 hs	12 hs	12 hs
Severity 4	N/A	N/A	N/A	N/A
Provide a Patch, or Workaround, to Implement a Temporary Fix				
Severity 1	N/A	10 days Next version release	5 days Next version release	3 days Next version release
Severity 2	N/A	15 days Next version release	9 days Next version release	Based on customer deadline
Severity 3	N/A	30 days	15 days	Based on customer deadline
Severity 4	N/A	As appropriate	As appropriate	Based on customer deadline
Official Object Code Fix, Update or Major Release and/or Updated Manuals				
Severity 1	As appropriate	As appropriate	As appropriate	Based on customer deadline
Severity 2	As appropriate	As appropriate	As appropriate	Based on customer deadline
Severity 3	As appropriate	As appropriate	As appropriate	Based on customer deadline
Severity 4	As appropriate	As appropriate	As appropriate	Based on customer deadline