



MASTER SOFTWARE AGREEMENT AND RELATED SERVICES

This Master Software Agreement (“MSA”) is made on between SIGGA USA, LLC (“Sigga”) and the [Client Entity] (“CLIENT”), together referred to as the “Parties” and each individually as a “Party”, as of the date of last signature below (“Effective Date”).

Sigga and the Client have agreed to put in place this MSA which creates a contractual framework for the supply of software subscription, cloud services (if applicable), and related services on the terms set out in this MSA and any Schedule and Appendix to this MSA. The attachment(s), addenda and appendix(s) are determined by the Software and Services purchased in the Sales Order. Each Order is governed by and incorporated within the following documents, as necessary, which are in effect as of the effective date of the applicable Sales Order or Proposal, collectively referred to as the “Agreement”, that consists of:

1. Schedule 1: Sales Order and subsequent Sales Orders
2. this MSA;
3. Schedule 2: Customer Support Operation;
4. Any attachments, addenda, and/or appendix to this MSA.

In the event of a conflict, the order of precedence is as set out above in ascending order of control.

In consideration of the mutual covenants, conditions, and undertakings contained in this MSA, the Parties agree as follows:

1 DEFINITIONS. Some capitalized words and phrases used in this MSA, Schedule, any Sale or Service Order(s), Appendix, not otherwise defined, shall have the meanings set forth below:

1.1 “Authorized End Users” are individual persons who are employees, agents or contractors of CLIENT and who, acting on CLIENT’s behalf for CLIENT’s internal operations and management and at CLIENT’s liability, access or use the SOFTWARE. Each Authorized End User accesses and uses the SOFTWARE under the rights granted by an Subscription to that SOFTWARE.

1.2 “CLIENT” means the Client and Client Affiliate which executed the Sales Order.

1.3 “CLIENT Affiliate” means any legal entity directly Controlled by Client or Client’s ultimate holding company;

1.4 “CLIENT Data” means electronic data and information submitted by or for Client to the SOFTWARE.

1.5 “Confidential Information” means the SOFTWARE, its related Documentation, design, functional and technical specifications, the terms and conditions of this MSA and its Schedules, as well as all other information expressly marked as being confidential, appendixes, and any and all nonpublic information disclosed or otherwise provided by a party to this Agreement to the other party or otherwise derived from such information. Confidential Information will not be considered to be those that: (i) is or becomes part of the public domain other than through an act or omission of a Party; (ii) is in the possession of a Party prior to disclosure, not having been obtained by the other Party, either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third party that is not subject to the restriction in relation to disclosure; or, (iv) is independently developed by the other Party without reference to the Confidential Information.

1.6 “Documentation” means the standard manuals, tutorials, reference materials and similar materials, whether in print or electronic format, ordinarily provided by Sigga to its customers, that describe the functionality and/or configuration of the SOFTWARE.

1.7 “Effective Date” means the date in which this MSA becomes effective, as of the date of last signature below.

1.8 “Hosting” (if applicable) means the services provided by third parties and offered by Sigga to CLIENT to host and allow the SOFTWARE to operate in the cloud environment.

1.9 “Professional Services” are the services which may be contracted by the CLIENT with the purpose of installing, configuring and/or modifying certain components of the SOFTWARE, including, without limitation, to make the



SOFTWARE suitable or capable of being run with CLIENT's SAP ERP. The Professional Services commissioned as applicable by the CLIENT are described in a **separate** Professional Services Master Agreement between the Parties.

1.10 "Sales Order" means the order provided by Sigga that sets forth the Software selected by CLIENT, pricing and payment terms, as set forth in **Schedule 1** and subsequent independent **Sales Orders**, which shall be incorporated into **Schedule 1**.

1.11 "Intellectual Property Rights" are the exclusive rights held by the owner of a copyright, patent, trademark, whether registered or not, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell, and importing goods and services and from practicing methods; (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

1.12 "SAP ERP" means the SAP Enterprise Resourcing Planning software developed and owned by SAP SE, headquartered in Germany. For purposes of this Agreement, SAP ERP is considered **"Third Party Software"**.

1.13 "Services" refers both to the Professional Services (if any) and the Support and Maintenance Services.

1.14 "SLA" refers to the Service Level Agreement applicable to the guaranteed availability of the SOFTWARE and the time for solving the corresponding non-availability as described in **Schedule 1**.

1.15 "SOFTWARE" means the software selected by Client, as expressly set forth in Schedule 1, which is marketed and made available by Sigga, and any updates or upgrades to the same that may be provided by Sigga. Following Sigga's development practices, the SOFTWARE may be licensed as software-as-a-service or as on-premise infrastructure, in accordance with the parameters set forth in Schedule 1, and it is used for mobilizing company's SAP and includes main preconfigured software integration for connectivity to specific modules of SAP ERP, such as the PM (Plant Maintenance) and MM (Materials Management).

1.16 "Subscription" refers to the software-as-a-service agreement that allows CLIENT to install and/or use as applicable the SOFTWARE, subject to the Subscription parameters set forth in **Schedule 1**.

1.17 "Support and Maintenance" refers to the services provided under this Agreement and as set forth in **Schedule 1**.

1.18 "Term" means the Initial Term and any term extension either pursuant to clause 14 and the Sales Orders or otherwise agreed to by the Parties in writing.

1.19 "Third Party Software" means the software application(s) and/or code libraries manufactured, marketed and/or licensed by a third party, not Sigga.

1.20 "Updates" means minor releases of the SOFTWARE, including, for example, bug fixes, error corrections and minor enhancements of and to the SOFTWARE, that Sigga may make available from time to time during the Term of the Agreement.

1.21 "Upgrades" means releases of the SOFTWARE having significant enhancements in features, performance or functionality, that Sigga may also make available from time to time during the term of the Agreement.

2 SUBSCRIPTION

2.1 Software. Subject to the terms and conditions of this MSA, and the applicable Sales Order and the payment by CLIENT of all applicable Fees (as defined below), Sigga hereby grants to CLIENT a limited, non-exclusive, non-transferable, terminable, limited subscription license ("Subscription"), solely during the Term, to operate, in the cloud environment or on-premise infrastructure (as defined in the applicable Sales Order), the object code version of the



SOFTWARE and to access and use the SOFTWARE, according to the parameters set forth in **Schedule 1**, solely in accordance with applicable Documentation provided by Sigga, solely for use by Authorized End Users, and solely for CLIENT's internal business purposes. The scope includes the right to use any Third-Party Software provided with, or as part of, the SOFTWARE that Sigga may provide to CLIENT, provided however, that any such Third-Party Software is additionally subject to the applicable provisions of Section 6.

2.2 Documentation. Sigga grants to CLIENT the right to use and make a reasonable number of copies of the Documentation solely as necessary for CLIENT's internal use. CLIENT acknowledges that the Documentation is Sigga's Confidential Information, and CLIENT agrees to ensure that all proprietary notices placed on the original copies by Sigga, like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not CLIENT's Authorized End Users. This license is non-exclusive, non-assignable, may not be sublicensed, in whole or in part, and remains effective only during the Term.

2.3 Restrictions on Use. CLIENT agrees not to act outside the scope of the rights that are expressly granted by Sigga in this Agreement. CLIENT will not, either directly or through third parties (i) use the SOFTWARE in any manner that is inconsistent with the Documentation or with the terms of the Subscription as set forth in **Schedule 1** or permit direct or indirect access to or use of the SOFTWARE in a way that circumvents the usage limit agreed herein (ii) make or install copies of any components of the SOFTWARE except as expressly authorized in this Agreement; (iii) decompile, reverse engineer, disassemble, or perform any other procedure aimed at allowing the visualization of the SOFTWARE's source code or any of its components, or use any other method to recreate any of the source code of the SOFTWARE; (iv) interfere with or disrupt the integrity or performance of the SOFTWARE, or modify or attempt to modify any code of the SOFTWARE; (v) create any translation, adaptation and/or derivative works of the SOFTWARE; (vi) use the SOFTWARE to operate the business of a third party, or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the SOFTWARE on a third party's behalf, or act as a service bureau or provider of application services ("ASP" or software-as-a-service) to any third party; (vii) digitally transmit, publicly perform, publicly display, distribute or otherwise convey to any third party any copies of the SOFTWARE or any content of the Documentation, in whole or in part; (viii) sell, lend, lease, assign, transfer, pledge, permit a lien upon, or sublicense any of the rights having been granted by this Agreement with respect to the SOFTWARE and/or Documentation; or (ix) remove, alter or obscure any proprietary notice or legend of Sigga (or its licensors) included in the SOFTWARE and Documentation, including copies thereof. CLIENT agrees to use the SOFTWARE only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. CLIENT may not export or re-export any full or partial copies of the SOFTWARE or Documentation unless it first obtains Sigga's prior consent and any and all licenses and permits that may be required from governmental authorities. CLIENT acknowledges and agrees that the transmission of any Authorized End User's name or password to allow any other person to use the SOFTWARE is expressly prohibited and any act or omission in breach of this Section will constitute an unauthorized exercise of Sigga's exclusive Intellectual Property Rights beyond the scope of the usage rights granted by this Agreement, and strict compliance with this Section is an essential basis of this Agreement. CLIENT agrees to pay any and all losses and damages (including loss of profit) caused to Sigga and/or third parties and to reimburse Sigga for attorneys' fees and court costs incurred in connection with any lawsuit brought by Sigga in which a court or arbitrator finds that CLIENT has breached any provisions of this Section.

2.4 Authorized End Users. CLIENT shall ensure that the Authorized End Users comply with all obligations set forth in this Agreement. CLIENT shall be responsible for ensuring its Authorized End Users establish, manage, protect the confidentiality relevant passwords, in accordance with this Agreement, and will not allow any other individual to knowingly use the same password or gain access to the Software. Any Authorized End User who fails to act in accordance with the applicable requirements and restrictions for use of the Software may be subject to having access to the Software suspended or terminated by Sigga. Any breach of or noncompliance with the obligations set forth herein by an Authorized End User shall be regarded as a breach or noncompliance by CLIENT itself. CLIENT agrees to indemnify and hold Sigga harmless from any violation of the obligations of Authorized End Users under this Agreement.

2.5 Confirmation of Compliance. Sigga may, at its sole discretion and expense, audit CLIENT's usage of the SOFTWARE to ensure compliance with the terms of this MSA. Any audits may be performed once each twelve (12) months, by giving ten (10) days written notice to the Client. If, during any audit, Sigga ascertains that CLIENT underpaid for the right to use the SOFTWARE and/or Services, or that CLIENT has breached any provision of this Section 2, Sigga shall have the option, at its sole criteria, either jointly or separately: (a) issue an invoice for the amounts underpaid by CLIENT based on Sigga's current Price List in effect at the time of the audit for the whole period in which CLIENT underpaid for the use of the SOFTWARE and/or Services, added by a penalty of twenty percent (20%) ; and (b) to



terminate this Agreement with cause and charge the indemnifications as applicable. Sigga will treat information obtained through any such audit as CLIENT's Confidential Information, provided that Sigga may use such information to enforce any rights against Client and/or third parties as set forth in this Agreement.

3 OWNERSHIP

3.1 No Implied Licenses; Ownership. CLIENT acknowledges that there are no licenses granted implicitly or by implication under this MSA. Sigga reserves all rights that are not expressly granted. CLIENT acknowledges that, as between the Parties, Sigga owns all Intellectual Property Rights and any other proprietary interests that are embodied in, or practiced by, the SOFTWARE and the Documentation, including Updates, Upgrades, improvements or reviews to the SOFTWARE, whether identified by Sigga at its sole discretion, or with CLIENT's participation.

3.2 Without prejudice to Section 3.1, CLIENT hereby grants to Sigga a perpetual, royalty-free, irrevocable, nonexclusive, license to use and access any Intellectual Property Rights which result from or otherwise come into existence as a result of the supply of the Services and Subscription.

4 PROFESSIONAL SERVICES AND SUPPORT AND MAINTENANCE SERVICES

4.1 Professional Services. CLIENT acknowledges that (i) certain components of the SOFTWARE may require to be installed, configured or modified before use; and/or (ii) CLIENT may desire to configure or customize the SOFTWARE. All of the foregoing activities are referenced in this Agreement as "*Professional Services*." CLIENT acknowledges that it may not have the ability to achieve full SOFTWARE functionality unless such Professional Services are completed. CLIENT may contract Professional Services from Sigga (or its authorized providers) under separate terms. The Parties agree that this Agreement includes no obligations to perform or purchase Professional Services, unless such Professional Services are contracted pursuant to a Professional Services Master Agreement. Professional Services are subject to additional fees. The Professional Services commissioned by the CLIENT are limited to the scope expressly agreed by the Parties under any duly executed SOW's pursuant to a Professional Services Agreement.

4.2 Client acknowledges that the creation of workflows, the use of integration scenarios beyond the scope, or any change or adjustment in the Software by the Client may result in greater demand for infrastructure usage (processing, memory and disk space), being subject to additional charges.

4.3 Support and Maintenance. Sigga shall be responsible for providing CLIENT with technical Support and Maintenance services according to the service level standards attached as Schedule 2. CLIENT may submit requests/tickets to Sigga's support organization to obtain Support and Maintenance during the Term of this Agreement. Customized SOFTWARE support and evolution and Premium Support are not included in the Standard Support and Maintenance services, except as specifically set out in **Schedule 1**.

4.4 Sigga shall not be responsible for providing the CLIENT with technical consultation as a result of the creation of workflows or any alteration or adjustment to the Software by the Client. Such efforts shall constitute a separate services engagement subject to additional charges.

4.5 Updates Upgrades and Features. Sigga shall provide CLIENT with Updates, Upgrades or new Features to the SOFTWARE that are generally implemented by Sigga to its clients as part of the Subscription. Client acknowledges that certain Upgrades and Features developed by Sigga may be subject to additional charges and that Sigga will only make them available to CLIENT if CLIENT agrees to pay such additional charges. Sigga does not undertake any obligation to develop specific Upgrade(s) to the benefit of CLIENT unless such Upgrade is commissioned under a Professional Services Master Agreement. CLIENT acknowledges that certain Updates and Upgrades that are not subject to additional charges may be automatically implemented by Sigga to all its customers including CLIENT. Whenever an Update, Upgrade or feature is not automatically implemented by Sigga, either because implementation depends on CLIENT's actions and/or because they are subject to additional charges, CLIENT agrees to use diligent efforts to implement such Updates and Upgrades within one hundred and twenty (120) days after release.

4.6 The Parties acknowledge and agree that the SOFTWARE shall not necessarily coincide immediately with the update of SAP ERP. Sigga warrants and represents to CLIENT that Sigga shall provide compatibility of the SOFTWARE with the most updated versions of SAP ERP within six (6) months after the date of CLIENT's request to that effect, provided that this Agreement is in force. The infrastructure provided by Sigga was defined considering computational resources for the purchased number of users and considering the workflows and the integrations scenarios of Mobile EAM Empower and SAP PM, limited to one terabyte (1 TB) of storage. Client acknowledges that the increased number



of users or the usage beyond the deployed workflows and integration scenarios beyond this scope may result in greater demand for infrastructure usage (processing, memory and disk space), in this case Sigga will send thirty (30) days written notice to the Client and Client shall take a decision to optimize the usage or to acquire additional computation resources, subject to additional charges.

5 HOSTING (if applicable)

5.1 If applicable as expressly set forth in **Schedule 2**, Sigga may provide CLIENT with Hosting to allow the SOFTWARE to operate in a cloud environment. The Hosting agreed herein shall be subject (a) to the terms and conditions of this Agreement, including the scope detailed in **Schedule 2**; and (b) to the terms and conditions imposed by the third party which provides the Hosting offered by Sigga to CLIENT.

6 USE OF THIRD-PARTY SOFTWARE

6.1 CLIENT hereby acknowledges and agrees that (i) the SOFTWARE may contain software and/or components supplied under licenses of one or more third parties, and that any Third-Party Software shall be, as between CLIENT and Sigga, an integral part of the SOFTWARE (ii) CLIENT shall be responsible for providing any software license that is not an integral part of the standard Sigga SOFTWARE that CLIENT may be interested in integrating with the Sigga SOFTWARE.

6.2 CLIENT shall indemnify Sigga and its directors, members, employees and agents with respect to any damages and costs sustained by Sigga in any claim, action or proceeding by any of the licensors of Sigga against Sigga due to non-compliance, on the part of the CLIENT, with any of the obligations provided for in this Agreement.

7 SLA

7.1 Sigga offers the Client the opportunity to purchase the Standard Support or the Premium Support services, as selected by Client in each Sales Order (Schedule 1), and according to the parameters set forth in the Customer Support Operation (Schedule 1).

7.2 Without prejudice to other provisions set forth in Schedule 1, SOFTWARE unavailability resulting from the following events shall not be considered for purposes of the SLA nor will be regarded as a breach of this Agreement by Sigga: (a) factors outside Sigga's reasonable control, such as events of Force Majeure and network or device failure external to Sigga's datacenters, including at CLIENT's site or between CLIENT's site and Sigga's datacenters; (b) denial of service attacks (DoS); (c) use of Third-Party Software or hardware provided by third parties; (d) issues related to network infrastructure or services from CLIENT, including inadequate bandwidth and non-geo-resilient network connectivity; (e) use of the SOFTWARE in any manner that is non-compliant with the Documentation and/or with the usage limitations agreed hereunder; (f) use of outdated SOFTWARE components, whenever an updated component has been made available by Sigga; (g) unavailability or failures related to beta functionalities CLIENT decides to use; (h) unauthorized action or lack of action from CLIENT or CLIENT's Authorized End Users, including unauthorized use of passwords by third parties; (i) CLIENT's failure to follow appropriate security measures. CLIENT also agrees that any unavailability resulting from (1) planned maintenance, provided that Sigga informs CLIENT of such maintenance at least twenty-four (24) hours prior to it happening or (2) emergency maintenance to prevent any major security or other failure, shall not be considered for purposes of the penalties applicable to Sigga under the SLA, nor shall be regarded as a breach of this Agreement by SIGGA.

8 CONFIDENTIALITY

8.1 As a result of this Agreement, the Parties may have access Confidential Information of the other Party, and it is agreed that both Parties shall treat any Confidential Information brought to their knowledge by the other Party in the strictest confidence and shall only use it for the purposes provided for in this Agreement.

8.2 The duty of confidentiality stipulated in this Clause will remain in full force and effect throughout the entire life of this Agreement, including its extensions and amendments and for a period of five (5) years thereafter, and the Party that breaches such obligation shall compensate the injured Party for all damages effectively proven. Specific Confidential Information which are maintained by a Party as a trade secret, including, without limitation, the source-code of the



SOFTWARE and the Documentation shall be protected by this Clause for as long as they be kept as a trade secret by the disclosing Party, which may be longer than the term agreed herein.

8.3 The Parties shall not disclose the Confidential Information of the other Party to any third parties in any manner, nor use the other Party's Confidential Information for any purpose unrelated to this Agreement.

8.4 The Parties shall limit the access to the Confidential Information of the other Party to its employees and agents whose duties require such access. Each of the Parties shall take all appropriate action and steps to guarantee and ensure that the Confidential Information is not disclosed, released or otherwise distributed by its employees or agents in violation to the provisions of this Agreement.

8.5 In order to protect the confidentiality of the Confidential Information of the other Party, each of the Parties hereby acknowledges and agrees that it shall treat all Confidential Information with the same degree of care it accords to its own Confidential Information, but in no case less than reasonable care.

8.6 Any breach by any Party of the confidentiality obligations contained in this Agreement, shall subject the breaching Party to compensate the injured Party for damages incurred, without prejudice to possible termination of the Agreement by the injured Party and other penalties contained in this Agreement.

8.7 Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party all the Confidential Information delivered or disclosed to the receiving party, together with all copies at any time made by the receiving party. Each party's obligations under this clause survive termination or expiration of this Agreement

9 FEES AND PAYMENTS

9.1 Fees. In consideration for the Subscription, the Hosting (if applicable), the Maintenance and Support Services as described in this MSA and Schedules, CLIENT shall pay Sigga the amounts set forth in **Schedule 1**, the applicable Sale order(s).

9.2 Price Lists. Except as expressly set forth in **Schedule 1**, Sigga reserves the right to, at any time, alter, change or otherwise modify its Price Lists and/or Licensing model for the Subscription and for the provision of any Services which are not commissioned by the CLIENT at the date of execution of this Agreement, as determined in its sole discretion. Any prices presented in any Schedule related to Subscriptions, Hosting or Services which are not included in the original scope of this Agreement (including any pricings related to upgrades of any Subscription, Hosting or Services) shall be considered as a mere reference to CLIENT and be subject to future negotiations and arrangements by the Parties in accordance with any updated price listings provided by Sigga to CLIENT.

9.3 Additional Charges for Late Payments. If CLIENT fails to make any payment when due, Sigga will have the right, without prejudice to any other remedies it may have, to charge a penalty of two percent (2%), added by a fee equal to one percent (1%) per month (calculated from the date when payment becomes overdue until payment is made), based on the overdue amount, and update of the amounts due based on the variation of inflation rate index as defined in **Schedule 1**. Failure to timely pay the Subscription Fee shall constitute a breach of the Agreement by CLIENT. CLIENT agrees to pay Sigga' reasonable costs of collection of past due amounts, including collections agency fees, attorneys' fees and court costs.

9.4 Taxes. CLIENT acknowledges that any sales taxes, use taxes, value-added taxes, import or export duties, tariffs, or similar charges imposed upon the transactions that are subject to this Agreement are payable in addition to all royalties, Subscription fees and other amounts that this Agreement expressly requires CLIENT to pay. CLIENT agrees not to withhold any amounts from its payments to Sigga for purposes of paying taxes, unless CLIENT is required to do so by applicable law. If new taxes, duties or tariffs are created and become applicable to the amounts due by CLIENT, or if the rates related thereto be changed during the term of this agreement, Sigga shall have the right at its sole criteria to readjust the fees due by Client upon a thirty(30)-day prior notice. Each Party agrees to obtain and keep receipts from applicable taxing authorities if it pays any taxes that may be imposed on transactions subject to this Agreement, and it will promptly provide copies of those receipts to the other Party upon request. Neither Party has any responsibility for paying any portion of income taxes imposed on the other Party.



10 WARRANTY AND DISCLAIMER

10.1 Warranty. Sigga warrants to the CLIENT a material product performance to the Documentation for a period of six (06) months following the beginning of use of the SOFTWARE by the Client. CLIENT shall notify Sigga in writing of any non-conformity, inconsistency, or malfunction of the SOFTWARE during the warranty period. The warranty shall not apply to previous major versions of the SOFTWARE or any of its components and any ongoing the warranty term shall be immediately revoked upon the release of a new major version of the SOFTWARE, which will be subject to a new warranty period as set forth herein. CLIENT agrees that minor updates and patches will not be subject to a new warranty period. During the warranty period, Sigga ensures to Client that the SOFTWARE will substantially conform to the applicable Documentation. Without prejudice to Support and Maintenance covered by this Agreement, if the SOFTWARE fails to operate in material accordance with the provided Documentation, Sigga shall repair or replace the SOFTWARE to make it conformant to the Documentation. In the event that Sigga cannot make the SOFTWARE operate in material accordance with the Documentation within a reasonable period determined by Sigga, then this Agreement shall terminate or the remedies will be mutually agreed.

10.2 The warranty set forth in Section 10.1 shall not be effective as long as: (i) CLIENT fails to notify Sigga in writing of any non-conformity, inconsistency or malfunction of the SOFTWARE during the warranty period, or; (ii) if the SOFTWARE non-conformity results from: (a) accident, improper use or negligence; (b) any action or omission by any person unconnected with Sigga; (c) any combination of the SOFTWARE with products, materials or software that are not standard to Sigga or intended (as set out in the Documentation) to be combined with the SOFTWARE; (d) CLIENT has not incorporated and/or used any improvement or new version of the SOFTWARE that has been made available to CLIENT; or (e) use of outdated versions of the SOFTWARE.

10.3 The SOFTWARE warranty shall be automatically cancelled if any of the events set out in Section 2.3 occurs.

10.4 To the extent that a licensor for Third-Party Software has authorized or in the future authorizes Sigga to offer, on behalf of licensor, a warranty running directly from the licensor to CLIENT regarding the performance or use of the Third-Party Software (a "Pass-Through Warranty"), Sigga agrees to offer such Pass-Through Warranty to CLIENT on such licensor's behalf. For clarity, no representation or warranty is made by Sigga itself by virtue of any Pass-Through Warranty, and CLIENT agrees that Sigga will have no liability whatsoever under any such Pass-Through Warranty and no other warranty is made by Sigga in regard to any Third-Party Software or component. CLIENT agrees that Sigga will have no liability whatsoever for any Third-Party Software.

10.5 EXCEPT AS EXPRESSLY WARRANTED HEREIN, SIGGA EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, VALUE, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, NON-INFRINGEMENT, WORKMANSHIP, SUITABILITY, OPERABILITY, CONDITION, AND/OR THE ABSENCE OF DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SIGGA ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SIGGA DOES NOT WARRANT THIRD PARTY SOFTWARE OR THAT THE SOFTWARE OR ANY OTHER DOCUMENTATION, INFORMATION, MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CLIENT ACKNOWLEDGES THAT SIGGA OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CLIENT ONLY.

11 INDEMNITY AND LIMITATION OF LIABILITY

11.1 Indemnification of CLIENT. Sigga agrees to indemnify, defend and hold harmless CLIENT (including the officers, directors and employees thereof) from and against any and all losses, liabilities, costs (including reasonable attorneys' fees), expenses and damages resulting from any claim by any third party that the SOFTWARE provided by Sigga pursuant to this Agreement infringes or misappropriates, as applicable, third party's patent rights, or such third party's copyrights or trade secret rights under applicable laws provided that, notwithstanding the foregoing, Sigga shall have no obligation under this Section 11.1 if (a) to the extent the alleged infringement arises, in whole or in part, due to a modification of the SOFTWARE by CLIENT that is not allowed under this Agreement; or (b) if such alleged infringement arises, in whole or in part, due to the Third Party Software; or (c) if such alleged infringement arises, in whole or in part,



due to combination or integration of the SOFTWARE (including, for clarity, the Third Party Software) or other software or technology provided by Sigga with hardware, software and/or technology not supplied by Sigga hereunder where such infringement would have been avoided by use of the SOFTWARE or Third-Party Software absent such combination or integration; or (d) to the extent the third party's claim or allegation or infringement is directed to CLIENT's application of the SOFTWARE to a particular use that is inconsistent with the provisions of this Agreement or the Documentation; or (e)c) After the expiration of the term of 180 (one hundred and eighty) days set forth in item 4.5 for the CLIENT to implement the applicable updates and upgrades and the infringement could have been avoided by CLIENT using the latest version of the SOFTWARE. As a condition of Sigga's obligations under this Section 11.1, if any claim for which indemnity is or may be sought hereunder is made or appears reasonably possible, CLIENT agrees (1) to promptly to notify Sigga in writing; (2) to cooperate with Sigga, and to allow Sigga sole authority to control the defense and settlement of such claim, provided that Sigga shall not settle any claim or action on CLIENT's behalf without CLIENT's prior written permission, which shall not be unreasonably withheld; and (3) to permit Sigga, at Sigga's sole discretion, to enable CLIENT to continue to use the SOFTWARE, or to modify or replace any such infringing material to make it non-infringing, provided that, such modification provides CLIENT with substantially similar functionality, except that, if Sigga determines that none of the foregoing alternatives is reasonably available, CLIENT shall, upon written request from Sigga, cease use of such materials as are the subject of the relevant infringement claim and receive from Sigga, as a pre-liquidated damages for the damages suffered by CLIENTS hereunder, a pro rata refund of the applicable fees, not to exceed the total amount of all fees then-paid to Sigga by CLIENT under Section 7, within thirty (30) days from the receipt by the CLIENT of such written request. CLIENT may also employ separate counsel to provide input into the defense of any indemnification claim under this Section, at CLIENT's own cost. This Section 11.1 states Sigga entire obligations and CLIENT's sole remedy with respect to any third-party claim of infringement brought against CLIENT.

11.2 Indemnification of Sigga. CLIENT agrees to indemnify, hold harmless and, at Sigga's option, defend Sigga from and against any third party claims, losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) CLIENT's breach of this Agreement; and (ii) any claim by any third party that the SOFTWARE infringes such third party's intellectual property rights, to the extent such alleged infringement arises, in whole or in part, due to modification of the SOFTWARE by CLIENT without the written consent of Sigga, or if such alleged infringement arises, in whole or in part, due to combination or integration of the SOFTWARE with hardware, software, equipment and/or technology not supplied by Sigga hereunder, provided that CLIENT shall not settle any claim without the prior approval of Sigga which shall not be unreasonably withheld. Sigga shall have the right, at its option and its sole cost, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

11.3 Limitation of Liability. EXCEPT FOR VIOLATIONS OF THE PROVISIONS OF SECTION 2.3, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED TEN PERCENT (10%) OF THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SIGGA BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THE LIMITATION OF LIABILITY PROVISIONS UNDER THIS SUB-SECTION 11.3 IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTWITHSTANDING THE FOREGOING, THIS SECTION 11.3 SHALL NOT LIMIT OR MODIFY EITHER PARTY'S OBLIGATIONS TO MAKE PAYMENTS COMING DUE IN THE ORDINARY COURSE.

11.4 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in Section 11 and the minimum Term set forth in Section 14.1 form an essential basis of this Agreement, and that, absent of any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, could be substantially different.

12 ANTI-BRIBERY

12.1 The Parties undertake to strictly comply at all times with applicable anti-corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), the UK Bribery Act 2010, the Brazilian Lei Anticorrupção (Law



12,846/13), as well as any other anti-bribery law, anti-corruption law or applicable conflict of interest law ("Anti-Corruption Laws").

12.2 Each Party declares that, either directly or indirectly, through their representatives, employees, third parties, directors, directors, partners or shareholders (i) do not and will not offer, give, receive, promise, pay or authorize payment in cash or any other financial means, which constitutes illegal practice or corruption under the Anti-Corruption Laws; and/or (ii) do not and will not give and agree to give or receive benefits, gifts or anything of value, characterizing bribery, conflict of interest or corruption with any person or entity, public or private, with the aim of obtaining any kind of unlawful advantage for itself or for any third party.

12.3 The Parties, including their employees, representatives, directors, board member, partners or shareholders shall not (i) induce any employee or representative of any of the Parties, or an employee of a governmental agency or agency or office thereof, or candidate/political party, to obtain any undue advantage or benefit; nor (ii) influence the action or omission of any of the persons mentioned above to obtain any unlawful advantage or benefit.

13 PERSONAL DATA PROTECTION

13.1 To the extent that Sigga processes personal data on behalf of CLIENT, CLIENT will be considered a controller and Sigga will be considered a processor. Sigga shall comply with the applicable data protection legislations and shall process such personal data solely in accordance with specific CLIENT's instructions provided in accordance with the scope of the Agreement. Notwithstanding the aforementioned, CLIENT agrees that both the inclusion of personal data in the SOFTWARE and the instructions processed by the SOFTWARE are directly controlled by CLIENT, who shall comply with the applicable data protection legislations and be responsible for any acts directly performed by CLIENT with regards to the personal data processed by means of the Software.

13.2 Sigga will maintain appropriate administrative, physical, and technical safeguards for protecting security, confidentiality and integrity of CLIENT Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of CLIENT Data (other than by CLIENT or Authorized End Users).

13.3 Sigga shall promptly communicate to CLIENT any security incident of which Sigga becomes aware and shall take all reasonable measures and reasonably cooperate with CLIENT in order to allow CLIENT to comply with CLIENT's legal obligations under the applicable data protection laws and to mitigate the negative effects of such incident.

13.4 CLIENT hereby authorizes Sigga to involve sub-processors in the processing of personal data to the extent that such processors are directly related to the purposes of this Agreement. Sigga shall impose to such sub-processors obligations substantially similar to those provided herein.

13.5 If Sigga receives any request from a data subject, Sigga shall (a) inform the data subject that CLIENT is the controller of such personal data; (b) promptly inform CLIENT of such request; and (c) reasonably cooperate with CLIENT to allow CLIENT to meet such request.

14 TERM AND TERMINATION

14.1 Term. The Parties intend for this Agreement to become legally enforceable starting on the Effective Date, as defined in the applicable Sales Order. This Agreement's minimum Term is three (3) years as from the Effective Date ("Initial Term") and will remain in effect, after Initial Term, for at least one (1) year after the expiration of all Sales Order Term, unless either Party terminates it in one of the situations permitting termination as described under this clause 14 below. The Parties agree that this Agreement may not be unilaterally terminated without cause during the Term agreed herein and that any unilateral decision of CLIENT to suspend or interrupt use of the Subscription, Hosting or of any Services (except as otherwise provided with regards to Support and Maintenance services as per **Schedule 2**) shall not exempt CLIENT from the obligation to pay the full amounts agreed during the Term.

14.2 Suspension. CLIENT's right to use the SOFTWARE may be immediately suspended by Sigga by means of a 30 days written notice if CLIENT (a) fails to make any payment due by CLIENT to Sigga; (b) breaches the provisions of Section 2.3; and/or (c) breaches any other material term hereof. CLIENT will not be exempted from any payments due



to Sigga during the suspension period set forth in this Section 14.2 and suspension hereunder shall not be regarded as a breach of this Agreement by Sigga.

14.3 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such thirty (30) day period. Any violation of Section 2.3 shall be regarded as a material breach of this Agreement.

14.4 Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice in the event that the other Party files for reorganization, bankruptcy, liquidation or dissolution, becomes insolvent or assigns any of its rights under this Agreement to its creditors.

14.5 Effects of Termination. Termination of the Agreement shall not affect any Sales Orders in force as at the date of such termination which shall continue in full force and effect. Effective immediately upon expiration or termination of this Agreement: (a) CLIENT shall interrupt any use of the SOFTWARE; (b) neither Party will have continuing rights to use any Confidential Information of the other Party. As soon as reasonably can be accomplished after this Agreement expires or is terminated, each Party will discontinue its use and will return the Confidential Information and proprietary materials of the other Party. Sigga will be authorized to immediately and permanently delete CLIENT Data, being CLIENT's duty to extract and keep any CLIENT Data it deems relevant. If a Party has payment obligations that have accrued but remain unpaid at the time of expiration or termination, the Party will make payment in full within ten (10) days after the expiration or termination.

14.6 Survival. The respective rights and obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, any terms and conditions set forth on the schedules, restrictions on use (Section 2.3), Sigga' rights of ownership of the Software (Section 3), confidentiality (Section 8), warranty (section 10.5), indemnification (Section 11), limitation of liability (Section 11.3) and miscellaneous provisions (Section 15) shall survive the termination or expiration of this Agreement.

15 MISCELLANEOUS

15.1 Entire Agreement. This Agreement (together with any Schedules/Appendixes) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

15.2 Independent Contractors. In making and performing this Agreement, CLIENT and Sigga act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create a joint venture or an agency, partnership or employer-employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

15.3 Amendments and Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of each of the Parties, that references this document. No pre-printed terms of any purchase order or other document shall have any effect towards the terms of this Agreement.

15.4 Notices. A notice from either Party to the other Party will be presumed to have been received if delivered by registered mail delivered to the addresses set out in the address first above written, or or via e-mail with confirmation of receipt to the Authorized Persons, or by any other means that irrefutably proves effective receipt of the notice by the addressee.

Authorized persons



SIGGA:

Address:

Email:

CLIENT:

Address:

Email:

15.5 Severability. The unenforceability or invalidity of any clause herein shall not affect the remainder of the clauses herein, which will remain in full force and effect. Such unenforceable or invalid provision shall be replaced by means of supplementary interpretation by a valid and enforceable provision, which most closely achieves the Parties' commercial intention.

15.6 Assignment. This Agreement is binding on the Parties and its successors in title and assignees. CLIENT may not assign or subcontract any right or obligation hereunder, in whole or in part, for free or otherwise, without Sigga's prior written consent. Sigga may assign this Agreement to an entity which controls Sigga, is controlled by Sigga, is under common control with Sigga or which otherwise is part of Sigga's economic group, or to any party that acquires all or substantially all of its assets and/or membership interests.

15.7 Force Majeure and other Events. Sigga shall not be held liable, during the performance of its obligations under this Agreement, for any delay due to problems beyond its control, including, but not limited to, fire, war, strike, riots, acts of civil or military authority, unforeseeable events, litigations, unavailability of manpower, materials or supplies, delay or default in delivery on the part of suppliers or delays in transport.

15.8 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

15.9 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF TEXAS, USA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF TEXAS.

15.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

15.11 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth below. By signing below, each party signifies its intent to be legally bound by the provisions of this Agreement.