

## CAST IMAGING EXPRESS TERMS AND CONDITIONS

These Terms and Conditions ("Terms"), together with the CAST Imaging Express Analyzer EULA (described in **Exhibit A** below), in support of an order subscribing to the Services (defined below) (each an "Order"), apply to entities who will be installing the CAST Imaging Express Analyzer (defined in **Exhibit A** below) for the purpose of analyzing their applications' source code (the "End User"). The CAST Imaging Express Analyzer is necessary for the analysis of the source code of End User's applications, in accordance with an Order placed by a party in privity of contract (the "Contracting Party") with CAST (as defined below) and relating to the CAST Imaging Express , as described in the documentation available at the following URL: <https://doc.castsoftware.com/imagingexpress/> (the "Services"). These Terms and the CAST Imaging Express Analyzer EULA are collectively referred to as the "Agreement".

The Agreement is entered into and is effective as of the date that End User accepts the CAST Imaging Express Analyzer EULA and downloads the CAST Imaging Express Analyzer ("Effective Date") and is entered into by and between **CAST SA**, a French company, whose identification number is 379 668 809 RCS Nanterre and having its registered offices at 3, rue Marcel Allegot - 92190 Meudon, France (CAST and its successors in title are designated "CAST" in the Agreement) and **End User**, the entity who has agreed to the CAST Imaging Express Analyzer EULA and installed the CAST Imaging Express Analyzer.

CAST and End User are, in the Agreement, equally and individually designated "Party" and collectively designated the "Parties".

### 1. Description of the Services

**1.1 Rights granted to Contracting Party and End User.** CAST has granted Contracting Party a limited, non-exclusive, non-transferrable right to access and use the Services during the term of the Order and for the number of applications set out in the Order, to obtain **CAST Generated Data** that, as may be applicable, Contracting Party (i) may use for its own internal purposes only, or (ii) may use for the benefit of its client for which the analysis was performed. "**CAST Generated Data**" means any information or other data that may be generated as a result of Contracting Party's utilization of the Services, consisting of a display through a CAST Imaging Express web portal (hereinafter the "**Portal**") of insights on the applications' inner workings. In order to enable CAST to deliver the Services in accordance with an Order, Contracting Party must use the Services as described in **Exhibit A**, including, to the extent applicable, coordinating with End User as may be necessary. End User understands and agrees that the Services cannot be delivered to Contracting Party by CAST if the Services are not used in accordance with **Exhibit A**. Contracting Party has acknowledged that the Services cannot be delivered by CAST if the Services are not used in accordance with **Exhibit A**. With regards to its applications subject to analysis with CAST Imaging Express, End User is granted a limited, non-assignable, non-transferrable, non-exclusive right to access and use the Services for the sole purpose of enabling the permitted use of the Services by Contracting Party, as described in the corresponding Order, and solely for Contracting Party's exclusive and direct benefit.

**1.2 Support.** In the event that during the term of an Order, CAST manages incidents and requests relating to the Services notified by Contracting Party, Monday to Friday from 9 am to 5 pm (CET and EST) (excluding public holidays). For such notification, Contracting Party will use the CAST Imaging Express Support form provided under the following link: <https://help.castsoftware.com/hc/en-us/requests/new> or by email to [help@castimaging.io](mailto:help@castimaging.io). Support terms are described at <https://help.castsoftware.com/hc/en-us/articles/19620367849618-CAST-Imaging-Express-Support-terms>. CAST reserves the right to amend these support terms at any time.

**1.3 Restrictions.** Neither Contracting Party nor End User shall, nor shall either knowingly allow any third party to, (a) modify, copy, or otherwise reproduce the Services in whole or in part; (b) permit access to the Services through Internet links, frames, or content mirrors (other than through Contracting Party's or End User's own intranet system or otherwise for Contracting Party's own internal business purposes) or attempt to gain unauthorized access to the Services or related systems or networks; (c) translate, modify or create a derivative work of any part of the Services or otherwise create a competing service by using the Services; (d) sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit the Services or make any CAST Generated Data derived from the Services available to any third party except as permitted in these Terms; (e) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the Services, except as permitted by applicable law; (f) interfere with or disrupt the Services or the CAST Generated Data; or (g) use the Services for any unlawful purpose. End User shall immediately notify CAST if it becomes aware of any breach or threatened breach of the provisions of this Section 1.3.

### 2. Disclaimers

CAST does not warrant the :

- (a) the accuracy and reliability of the Services if the data collected and transferred to the Portal by End User through its use of the CAST Imaging Express Analyzer is corrupted, incorrect or altered during the

collection and diagnosis process or during the transfer of the text file through the Internet (or any other network) to the Portal;

- (b) that the data collected by the CAST Imaging Express Analyzer will be error free or accurate, and nor that the text file created by the CAST Imaging Express Analyzer will not be altered during its transfer through the Internet (or any other network) to the Portal;
- (c) the access to the Portal over the internet, unless access is obstructed by defects in the sphere of influence of CAST or a service provider instructed by CAST to operate the Portal;
- (d) the uninterrupted operation of the Services or access and operation free from all error, nor that all of the deficiencies or errors which may be contained in the Services will be corrected.

CAST does not make, and hereby disclaims, any and all other express and implied warranties not expressly provided in the Agreement including but not limited to, warranties of merchantability and fitness for a particular purpose.

### 3. Liability

**3.1** EACH PARTY'S LIABILITY IN CONNECTION WITH THE AGREEMENT IS LIMITED TO DAMAGES ARISING AS A DIRECT RESULT OF A BREACH OF ITS CONTRACTUAL OBLIGATIONS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR ANY LOSS OF DATA, LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

**3.2** ANY CLAIM BY END USER RELATED TO OR IN CONNECTION WITH END USER'S USE OF THE CAST IMAGING EXPRESS ANALYZER OR SERVICES AS CONTEMPLATED HEREIN MUST BE MADE THROUGH THE APPLICABLE CONTRACTING PARTY WHO PLACED THE CORRESPONDING ORDER. THE MAXIMUM AGGREGATE LIABILITY OF CAST RELATED TO OR IN CONNECTION WITH END USER'S USE OF THE CAST IMAGING EXPRESS ANALYZER AND/OR SERVICES AS CONTEMPLATED HEREIN WILL BE LIMITED TO THE PRICE (TAXES EXCLUDED) PAID BY THE CONTRACTING PARTY FOR THE SERVICES (FOR A MAXIMUM OF THE PRIOR TWELVE MONTH PERIOD) PURSUANT TO THE APPLICABLE ORDER THAT GIVE RISE TO SUCH LIABILITY.

### 4. Proprietary Rights

**4.1** CAST owns rights, including intellectual property rights of websites and technical components used to enable the Services, except open source and third-party components as listed at the following URL: <https://doc.castsoftware.com/imagingexpress/technical-resources/open-source/>. Under this Agreement, End User is only granted the rights related to the Services as specified in Section 1.1 and the rights related to the CAST Imaging Express Analyzer as specified in **Exhibit A** and as further described in the CAST Imaging Express Analyzer EULA.

**4.2** Notwithstanding the foregoing, as between CAST and Contracting Party, Contracting Party owns all rights, including intellectual property rights, in and to CAST Generated Data and, as between CAST and End User, End User owns all rights, including intellectual property rights, in and to End User Data (as defined in Section 5.1 of these Terms).

### 5. Privacy and Security

**5.1 Privacy.** CAST, as the operator of the Services, will collect, have access to and analyze End User Data and CAST Generated Data. End User has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all End User Data. End User has granted CAST the right to host the End User Data and the CAST Generated Data solely for the purposes of operating the Services for the benefit of Contracting Party. "**End User Data**" means information collected from, submitted by, or entered by End User or by Contracting Party or CAST on behalf of End User.

**5.2 Security.** CAST undertakes to maintain adequate technological and procedural security measures in accordance with generally accepted IT industry practice.

**5.3 Password.** Contracting Party has acknowledged that it is responsible for maintaining the confidentiality of its user identification(s) and password(s). The user identifications and passwords are strictly personal and attached to each individual identified by the Contracting Party as a user.. To the extent that End User is issued user identification(s) and password(s) in order to upload the results of the CAST Imaging Express Analyzer to the Portal, End User understands and agrees that it is similarly responsible for maintaining the confidentiality of such user identification(s) and password(s).

**6. Fees and Payment.** Contracting Party has agreed that it shall pay all fees set forth in the Order. End User's use of the CAST Imaging Express Analyzer and/or, to the extent applicable, the Services shall be at no charge.

## 7. Term and Termination

**7.1 Term.** These Terms shall commence on the Effective Date and shall expire on the earlier to occur of: (i) the date that the End User has uninstalled the CAST Imaging Express Analyzer on all equipment upon which the CAST Imaging Express Analyzer had been installed by End User or any third parties operating under End User's direction and control; or (ii) the expiry or termination of the Subscription Period purchased by Contracting Party as stated in any the corresponding Order. The term of any Subscription Period shall be specified in the applicable Order.

**7.2 Surviving Provisions.** The following provisions shall survive any expiration of these Terms: Sections 2. Disclaimers, 3. Liability, 4. Proprietary Rights, and 8. Confidentiality.

## 8. Confidentiality

**8.1** The Parties acknowledge that each Party might have access to Confidential Information. "**Confidential Information**" means any information that a Party ("**Disclosing Party**") discloses to the other Party ("**Receiving Party**") or that the Receiving Party may have access to, during the term and for the purposes of this Agreement, and which is identified by the Disclosing Party as confidential or reasonably understood to be confidential, whether disclosed orally, in documentary form, by demonstration or otherwise, which is contained in any form whatsoever, including without limitation, any such information regarding the Disclosing Party's business, products or services, clients, as well as the Agreement, the Orders, the CAST Imaging Express Analyzer provided by CAST to End User hereunder, CAST Generated Data, End User Data and any other End User materials provided by End User to CAST. Each Party shall protect the Confidential Information of the other Party in the same manner that it protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. The Receiving Party will only reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement and/or the applicable Order. The Receiving Party shall (i) limit access to the Disclosing Party's Confidential Information to those of its employees, Affiliates' employees, advisors and subcontractors, who have a need to know for the purpose of performing its obligations under the Agreement (hereafter referred to as "**Representatives**") and (ii) make sure that each Representative to whom such Confidential Information is disclosed is bound by obligations of confidentiality substantially similar to those defined herein. "**Affiliate**" means with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of such entity. The Receiving Party will be fully responsible for the breach of confidentiality obligations by its Representatives. The confidentiality obligations provided in this Section 8 shall survive the termination or expiry of the Agreement for three (3) years.

**8.2** Each Party agrees that notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes publicly available, other than as a result of the Receiving Party's breach hereof, (ii) was in the Receiving Party's possession prior to its receipt hereunder, (iii) is independently developed by it or for it without use of or reference to any Confidential Information or acquired from a third party reasonably understood to have the right to disclose such information. In the event that the Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, the Receiving Party will, to the extent legally permissible, give the Disclosing Party prompt written notice of such requirement, together with a copy of such demand, to enable the Disclosing Party to seek a protective order or other remedy. Further, the Receiving Party will make reasonable efforts to assist the Disclosing Party, at the Disclosing Party's sole expense, in obtaining a protective order or in consultation and at the advice of the Receiving Party's counsel limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

**8.3** CAST retains the right to analyze CAST Imaging Express-generated analytics for product development, feedback, and research, provided that all such analytics shall be rendered anonymous and used in a strictly confidential manner.

## 9. General Provisions

**9.1 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of France. ALL CLAIMS OR DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE HEARD EXCLUSIVELY BY THE COMMERCIAL COURT OF PARIS.

**9.2 Assignment.** This Agreement may not be assigned by the End User by operation of law or otherwise, without the prior written consent of CAST.

## **EXHIBIT A – CAST IMAGING EXPRESS SERVICES**

### **1. CAST Imaging Express Services Description:**

Documentation with a description of the Services is available at the following URL: <https://doc.castsoftware.com/imagingexpress/>.

### **2. Access to the Services:**

The Services will be available via <https://castimaging.io>.

Standard Supported Browsers: <https://doc.castsoftware.com/imagingexpress/technical-resources/faq/>.

### **3. Technical requirements:**

- (a) To enable the access to and use of the Services, Contracting Party must coordinate with End User for the download, installation and execution of a code analyzer named “**CAST Imaging Express Analyzer**” within the End User’s domain for on-site, centralized or distributed, local diagnosis of applications’ inner-structures. Contracting Party must upload or coordinate with End User for the upload of the results to the Portal, using the procedure defined by CAST. The results consist of data files containing the results of the analyses and the input entered manually by the Contracting Party or End User, as may be applicable. At all times, the application’s inner structure (source code, architecture, tech components and all software constituents of any End User’s application) will not be transferred to the Portal, and will stay behind the End User’s firewall and internal security mechanisms.
- (b) Other technical requirements, particularly End User’s Domain Standard Supported Operating Systems: <https://doc.castsoftware.com/imagingexpress/technical-resources/faq/>.
- (c) In the event that CAST Imaging Express Analyzer is to be installed by an End User for the analysis of the source code of its applications, as requested by Contracting Party in accordance with a duly executed Order, End User must agree to the CAST Imaging Express Analyzer End-User License Agreement (the “**CAST Imaging Express Analyzer EULA**”) (available at <https://doc.castsoftware.com/imagingexpress/legal/eula/>). End User’s use of CAST Imaging Express Analyzer is further subject, to the extent applicable, to these Terms and no such use is permitted which would cause Contracting Party to exceed the scope as outlined in the corresponding Order for Services or would cause Contracting Party to otherwise violate these Terms.

### **4. Supported technologies:** <https://doc.castsoftware.com/imagingexpress/technical-resources/covered-technos/>.

### **5. Availability and Support:** <https://help.castsoftware.com/hc/en-us>.

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