

OUTSYSTEMS END-USER LICENSING AGREEMENT

THE TERMS OF THIS END-USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE. BY CLICKING ON THE APPROPRIATE BUTTON, OR BY DOWNLOADING, INSTALLING, ACCESSING AND/OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT.

1 DEFINITIONS

"Affiliate" means an entity that controls, is controlled by or shares common control with OutSystems, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

"Application" means the computer application developed by Customer through the use of the Software.

"Confidential Information" refers to non-public information that You may obtain or have access to by virtue of using the Software, including, but not limited to, OutSystems' data and proprietary software and computer operations, code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, authentication credentials associated with the use of the Software, Personal Data, and all information either clearly identified as confidential or that is of a nature that a reasonable person would understand to be confidential.

"Customer" means the Party which acquired the Subscription and executed the agreement on the basis of which access to the Software is being provided.

"Customer Content" means software (including machine images), online services, features, technology, data, text, audio, video, images, Personal Data, or other content supplied by Customer or by third-parties on behalf of Customer in connection with an Application.

"Documentation" means the online user guides, and help and training manuals, set forth at <https://success.outsystems.com/Documentation>.

"End-User" or **"You"** means the entity (Customer) or natural person executing and accepting this EULA.

"EULA" means this End-User License agreement.

"Intellectual Property" means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied in the foregoing, and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future. Rights regarding Intellectual Property shall be referred to as **"Intellectual Property Rights"**.

"Personal Data" has the meaning as described in the applicable data protection laws and shall include, without limitation, any data or information (regardless of the medium in which it is contained and whether alone or in combination) that relates to an identified or identifiable natural person.

"Software" means the applicable OutSystems software product described in the Evaluation Guide at <https://www.outsystems.com/evaluation-guide/>, the Cloud hosting platform used by OutSystems to provide the Software as a platform as a service, all updates to the Software provided as part of Support and Updates, and the Documentation.

"Subscription" means the joint provision of Software licenses and Support and Updates services.

"Subscription Term" means the period of time for which Customer has acquired the Subscription from OutSystems.

"Support and Updates" means any Software support and update services provided by OutSystems as detailed at www.outsystems.com/goto/outsystems-support-terms.

"Usage Data" means data related to the use, performance, configuration, functions, and environment of the Software which has been anonymized to remove Personal Data.

2 SCOPE

2.1 Aim and Acceptance. This EULA applies to Your use of the Software. By accessing and/or using the Software, each End-User agrees to accept and abide by this legally binding EULA and any updated versions which may occur from time to time. The End-User acknowledges that any act of accessing or using the Software will bind the End-User to this EULA.

2.2 Relationship with other documents. The clauses established herein are applicable in as much as they are compatible with any other written agreement entered between OutSystems and the Customer. In such case, that agreement shall prevail over any clause of this EULA. When Your Subscription is acquired through an OutSystems partner, in case of inconsistency between the agreement executed with such third party and the EULA, the EULA shall prevail.

3 LICENSE

3.1 License. This Software is licensed, not sold. By downloading and using the Software You are agreeing to the terms of this EULA, and You can access and/or use the Software. Your rights are determined by those granted to Customer and subject to the usage limits defined in the order issued by OutSystems for the purchase of the Subscription and

executed or accepted by Customer. The rights of use granted shall not include any rights to the source code of the Software.

3.2 Restrictions of Use. Unless otherwise authorized under this EULA or with OutSystems' prior written consent, You may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Software or any interest in them to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Subscription in whole or in part by, any third party other than those that support Customer with developing Applications; **(iii)** install or use the Software in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Software; **(iv)** modify, translate, adapt or create derivative works based on the Software; **(v)** remove or modify any Software markings or any notice of OutSystems' proprietary rights; **(vi)** use the Software to provide third party training or for the purpose of building or operating a competitive product; **(vii)** disclose results of any Subscription benchmark tests to any third party; or **(viii)** use the Software in any way that violates applicable law or the terms and conditions of this EULA. Unless Customer and OutSystems have agreed to additional terms to this EULA, You may not (and will not allow any third party to), with respect to any Applications deployed under this Subscription: **(ix)** sell, rent, lease, license, sublicense, distribute, offer as a paid or free subscription, or include in a service bureau or outsourcing offering, such Applications; or **(x)** develop, test, host, or run and operate such Applications on behalf of third-parties to this EULA. Except to the extent expressly permitted by applicable law, You may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part. If You violate any of these restrictions, You may be subject to prosecution and liable for damages.

3.3 Manner of Use. Subject to the terms of this EULA, You agree not to use or permit use of the Software to display, store, process or transmit any Customer Content that may: **(i)** menace or harass any person or cause damage or injury to any person or property; **(ii)** involve the publication of any material that is false, defamatory, harassing or obscene; **(iii)** violate privacy rights or promote bigotry, racism, hatred or harm; **(iv)** constitute unsolicited bulk e-mail, "junk mail", "spam", chain letters, computer viruses, trojan horses or other forms of harmful or malicious code; **(v)** constitute an infringement of Intellectual Property or other proprietary rights; or **(vi)** otherwise violate applicable laws, ordinances or regulations. If OutSystems receives information that You are in violation of any of the foregoing restrictions, OutSystems will notify Customer and Customer will promptly take appropriate action to resolve such violation. If Customer does not take the required action in accordance with the above, OutSystems reserves the right, but has no obligation, to take remedial action. OutSystems shall have no liability to Customer in the event that OutSystems takes such action.

3.4 Your Applications and Your Content. As necessary for OutSystems: **(i)** to provide Customer with the Support and Updates; and **(ii)** to operate, manage and improve OutSystems' product offerings, You grant to OutSystems the right and a license to access, host, copy, process, transmit and display Your content and Applications in accordance with this EULA and limited to such purposes only.

3.5 Verification of License Compliance. OutSystems may require Customer to complete a compliance verification no more than once per calendar quarter to verify use of the licensed Software under the EULA. OutSystems shall give Customer reasonable prior written notice of such verification, which shall not be less than 30 days. To avoid the need for an on-site audit or access to Customer systems, Customer agrees to transfer Usage Data through a secure transfer mechanism to an online verification site following specifications to be provided in writing by OutSystems. If Usage Data reveals that Customer has exceeded its licensed usage under the scope of its license(s) grant at any time during the Subscription Term or continues to use the Software after expiration of the Subscription Term, OutSystems may invoice Customer for such additional usage at the then-current list price, counting from the date of the first unauthorized or unlicensed use up to the end of the then-current Subscription Term and/or the date of last usage if used after termination or expiration of the Subscription Term.

4 INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

4.1 Intellectual Property in the Software. All Intellectual Property Rights in and to the Software are owned by OutSystems and shall, notwithstanding the terms of this EULA, remain vested in OutSystems. The Software is protected by copyright laws and international treaties. Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of this EULA and the rights of OutSystems and/or its licensors. If You violate this restriction, You may be subject to prosecution and liable for damages.

4.2 Intellectual Property in the Applications. All Intellectual Property Rights in and to Applications and Customer Content are owned by Customer, and shall, subject to the terms of this EULA, remain vested

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in Customer. Unless otherwise expressly provided in this EULA, OutSystems shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Applications.

4.3 Usage Data. The Parties agree that OutSystems and its Affiliates may collect and use Usage Data internally for statistical purposes, for troubleshooting, to improve OutSystems' product offerings, and for compliance verification. The confidentiality obligation set forth in Section 5 ("Confidential Information and Personal Data") shall apply to the collection and use of such data.

4.4 Suggestions, Ideas and Feedback. You and Your respective employees, contractors and other agents, may, in Your sole discretion, choose to provide suggestions, ideas and/or feedback (collectively, "Feedback") to OutSystems with respect to the Subscription. OutSystems may use the Feedback perpetually and irrevocably for the purpose of improving its products and services, without compensation or accounting to You, provided that the Feedback: (i) does not contain Personal Data, (ii) does not contain Your Confidential Information, and (iii) does not identify You as the source of the Feedback. Any Feedback is provided by You "as is" without warranty of any kind.

5 CONFIDENTIAL INFORMATION AND PERSONAL DATA

5.1 Confidential Information. The Software and all manuals, data, Documentation, and other materials provided by OutSystems, contain Confidential Information. You agree to use the Software only as expressly set forth herein, not to disclose the Software to any third party and to maintain adequate procedures to prohibit the unauthorized disclosure, duplication, misuse or removal of the Software.

5.2 Personal Data. In the event OutSystems has access to Personal Data through the execution of this EULA, it shall act as End-User's data processor for the processing thereof, and shall process any Personal Data at all times in full compliance with the applicable data protection laws. The Parties agree that such processing shall be carried out in accordance with the data processing agreement as defined at <http://www.outsystems.com/legal/master-subscription-agreement/data-processing-agreement>, incorporated by reference into this EULA, which the Parties hereto agree to be binding upon them and that, within its scope, shall prevail over the EULA.

6 SUSPENSION AND EFFECT OF TERMINATION

6.1 Suspension. You acknowledge and accept that if the fees owed for the Subscription are not paid by Customer within the term defined in the applicable order, OutSystems shall have the right to immediately suspend your right to access or use any portion or all of the Software and/or the provision of Support and Updates by OutSystems, until all due amounts and respective interests have been paid.

6.2 Effect of Termination. (i) Access. Upon termination of the Subscription, this EULA shall be automatically canceled, and You shall no longer have access to the Software or to Applications. **(ii) Your Applications and Your Content.** You are entitled to (1) detach a copy of Your Applications ("Detachment") in source code format and (2) obtain Your content, in each case subject to the specifications and limitations described in the Documentation. You must provide written notice to OutSystems of Your request for Detachment, Customer must pay all remaining fees due and payable under the agreement entered between OutSystems and the Customer, and complete the Detachment process, in each case within 30 days starting from the expiration date of the terminating Subscription, following the instructions to be provided by OutSystems, in order for You to Detach the Applications and obtain the Your content. Upon conclusion of the Detachment, You will proceed with the subsequent de-installation and/or destruction of the Software.

7 DISCLAIMER OF WARRANTIES. OUTSYSTEMS DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE FROM MALICIOUS ATTACKS BY THIRD-PARTIES. END-USER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF END-USER'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CUSTOMER CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUTSYSTEMS PROVIDES THE SOFTWARE AND SUPPORT "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER CONTENT AND APPLICATIONS.

8 LIMITATION OF LIABILITY

8.1 MUTUAL EXCLUSIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE,

LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL OR MARKET CAPITALIZATION, OR COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES) ARISING FROM THIS EULA, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2 OUTSYSTEMS EXCLUSION OF LIABILITY. OUTSYSTEMS WILL NOT BE LIABLE FOR: (i) YOUR INABILITY TO USE THE SUBSCRIPTION AS A RESULT OF ANY VALID SUSPENSION OR TERMINATION OF THE SUBSCRIPTION PURSUANT TO THE TERMS OF THIS EULA; OR (ii) ANY UNAUTHORIZED ACCESS TO, DAMAGE OR ALTERATION TO DELETION OR DESTRUCTION OF, OR FAILURE TO STORE OR BACKUP, YOUR CONTENT DUE TO YOUR NEGLIGENT ACTS OR OMISSIONS.

8.3 OUTSYSTEMS' TOTAL AGGREGATE LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS EULA, OUTSYSTEMS' TOTAL AGGREGATE LIABILITY UNDER THIS EULA AND THE END-USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY OUTSYSTEMS' NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS DUE OR PAID TO OUTSYSTEMS UNDER THIS EULA DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

8.4 EXCLUSIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 WILL NOT APPLY TO DIRECT DAMAGES DUE AS A RESULT OF EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

8.5 Force Majeure. No Party shall be liable for failure or delay in performance of any of its obligations under this EULA due to acts of God, fires, flood, storm, explosions, earthquakes, acts of war or terrorism, riots, insurrection, pandemic, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

9 GENERAL PROVISIONS

9.1 Entire Agreement. This EULA, as varied from time to time, constitutes the entire agreement in respect of the End-User's access to and/or use of the Software or Support. The terms of any purchase order or similar Customer document are excluded; such terms will not apply to OutSystems and will not supplement or modify this EULA.

9.2 Headings. The caption and the headings to clauses, sections, parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this EULA.

9.3 Contracting OutSystems Company, Governing Law and Jurisdiction. The webpage available at www.outsystems.com/legal/governing-law-jurisdiction sets forth, based on where Customer is domiciled: (a) the OutSystems entity with which Customer is contracting under this EULA; (b) the governing law applicable to this EULA, including any lawsuit or disputes arising out of or in connection with it, without giving effect to any choice or conflict of law provision or rule; and (c) which courts can adjudicate any such lawsuit. The Parties agree that neither the Uniform Computer Information Transaction Act nor the United Nations Convention for the International Sale of Goods will apply to this EULA.

9.4 Compliance with Laws. You agree that Your use of the Software will comply with all laws applicable to Your specific performance under this EULA, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws. OutSystems shall have the right to terminate this EULA, without notice and without liability, for any perceived or actual breach of this clause.

9.5 Export and Sanctions Laws. You agree that Your use of the Software (including related Documentation) will comply with all applicable export control and trade sanctions laws, rules and regulations, including the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). You represent and warrant that You are not (i) located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea region, Donetsk People's Republic region, and Luhansk People's Republic region of Ukraine) (collectively, the "Sanctioned Countries"); or (ii) identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). You further certify that You will not, directly or indirectly, export, re-export, transfer or otherwise use the Software (nor any direct product thereof) in violation of the Export Laws, or with any purpose prohibited by

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the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons related end uses. You acknowledge that the Software, or any feature or part thereof, may not be available for use in all jurisdictions and that You are responsible for complying with applicable Export Laws wherever You use the Software. OutSystems shall have the right to terminate this EULA, without notice and without liability, for any breach of this clause

9.6 Notices. Any notice, consent, approval, or other communication intended to have legal effect to be given under this EULA ("Notices") must be in writing and will be delivered by email, if provided to OutSystems, to legal@outsystems.com, or if provided to You, to Your email address as included in the Ship To section of the applicable Quote. Unless otherwise provided in this EULA, all Notices will be deemed effective at 9.00 am of the next business day after the date of the transmission by email. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner provided in this Section 9.6. Notices shall be written in the English language.

9.7 Relationship of Parties. The Parties are independent contractors, not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

9.8 Assignment. This EULA is not assignable or transferable by You without the prior written consent of OutSystems. OutSystems may freely assign or transfer this EULA to any company that is an Affiliate or as a result of a merger or a sale of all or a substantial part of its assets or share capital. In case of any permitted assignment or transfer of or under this EULA, the assigning or transferring Party will provide Notice to the other Party promptly following such assignment or transfer and this EULA shall be binding upon, and inure to the benefit of, the assignees, transferees, successors, executors, heirs, representatives, and administrators of the Parties to this EULA. Any attempt by You to assign or transfer this EULA in violation of this Section 9.8 shall be void.

9.9 Severability. If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be unenforceable, that provision of the EULA will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this EULA or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the EULA. The Parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.

9.10 Waivers of Rights. No waiver will be implied from conduct or failure to enforce or exercise rights under this EULA.

9.11 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

9.12 Survival. Clauses and/or Sections 3.2 ("Restrictions of Use"), 3.5 ("Verification of License Compliance"), 4 ("Intellectual Property Rights, Ownership and Title"), 5 ("Confidential Information and Personal Data"), 7 ("Disclaimer of Warranties"), 8 (Limitation of Liability"), and 9 ("General Provisions") of this EULA shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this EULA, shall also remain in force after termination date.