

ARIGA - Developer EULA

THESE DEVELOPER EULA (THE “**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY (“**YOU**”) AND **ARIGA TECHNOLOGIES LTD.** (THE “**COMPANY**”, “**US**” OR “**WE**”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING AND/OR DOWNLOADING THE “ATLAS HCL” PLUGIN (THE “**PLUGIN**”). ANY USE OF THE PLUGIN INCLUDING ANY REVISIONS, MODIFICATIONS, ENHANCEMENTS, UPDATES AND/OR UPGRADES THERETO ARE AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

BY DOWNLOADING, INSTALLING, OPERATING OR OTHERWISE USING THE PLUGIN, YOU ARE EXPRESSLY AND EXPLICITLY ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT OR ARE NOT WILLING TO BE BOUND BY IT, DO NOT DOWNLOAD, INSTALL, OPERATE OR OTHERWISE USE THE PLUGIN AND YOU MUST PROMPTLY UNINSTALL THE PLUGIN, AND ANY PART THEREOF, FROM YOUR SYSTEM. IF YOU DOWNLOAD, INSTALL AND/OR USE THE PLUGIN ON BEHALF, OR FOR THE BENEFIT, OF AN ORGANIZATION, THE TERM "YOU" SHALL INCLUDE SUCH ORGANIZATION AND YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ORGANIZATION AND TO FORM A LEGALLY BINDING AGREEMENT BETWEEN ARIGA AND THE ORGANIZATION.

1. License grant and restrictions.

1. **The Plugin.** The Plugin is proprietary software provided to you in binary executable form for the regular and standard purposes the Plugin was designed for, all in accordance with the terms of this Agreement. The term "**Plugin**" includes the Plugin and any computer code, compilation of data, or visual display resulting from the operation of the Plugin, and any associated materials, content, specifications and documentation.

2. **License.** Subject to the terms and conditions of this Agreement, the Company hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to install and use the Plugin, solely (a) in binary form, (b) in conjunction with JetBrains' product installed on computer systems owned or controlled by you, (c) for your internal business purposes, and (d) in accordance with the Plugin's documentation. All other rights in the Plugin are expressly reserved by the Company. The Plugin is intended for use solely with JetBrains' product. We do not guarantee that the Plugin will support all current or future versions of JetBrains products. It is hereby clarified that the Company is the licensor of the Plugin and JetBrains is not a party to this Agreement and JetBrains is not responsible for or liable to you in any way.

3. **Authorized Users.** You shall ensure that all authorized consultants, service providers or employees whose duties require access to the Plugin shall abide by the terms of this Agreement. You shall bear full responsibility for any damage, loss or harm caused to the Company due to the breach of the terms of this Agreement by such persons or entities. You hereby declare and agree that you shall only use the Plugin in a manner that complies with all applicable laws in the jurisdiction in which you use the Plugin, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property including copyrights.

4. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company you agree not to, directly or indirectly: (i) copy, distribute, publish, reproduce, disassemble, decompile, reverse engineer, revise, enhance, modify, incorporate into or with other software, or create a derivative work of any part of the Plugin; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement with or to anyone else; (iii) use or permit the Plugin to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; (iv) disclose, publish or otherwise make publicly available the results of any benchmarking of the Plugin, or use such results for your own competing software development activities; (v) attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Plugin, except to the extent otherwise permitted under applicable law, in the jurisdiction of use, notwithstanding this prohibition; (vi) remove or otherwise alter any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Plugin as delivered to you; (vii) ship, transfer or export the Plugin into any country, or make available or use the Plugin in any manner which is in violation of applicable export control laws, restrictions or regulations; and/or (viii) use the Plugin in any unlawful manner.

2. **Title & Ownership.** The Plugin is licensed and not sold. The Company and its licensors are and shall retain all

right, interest and ownership in and to the Plugin, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Plugin. This Agreement does not convey to you, or any third party, an interest in or to the Plugin, but only a limited revocable right to use the Plugin in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights under any law. If you contact the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Plugin (collectively, "**Feedback**"), such Feedback shall be deemed non-confidential, and the Company shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Plugin and/or other current or future products or services of the Company (without your approval and without further compensation to you).

3. **Third Party Software.** The Plugin may use or include third party software that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with the Plugin is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. You hereby agree to such terms associated with the Third Party Components. Under no circumstances shall the Plugin or any portion thereof (except for the Third Party Components contained therein) be deemed "open source" or "publicly available" software. A list of Third Party Components is available in the Plugin.
4. **Disclaimers.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLUGIN IS PROVIDED ON AN "AS IS" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES, ALL IMPLIED WARRANTIES, AND ALL CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT THE PLUGIN WILL MEET YOUR REQUIREMENTS OR THAT THE PLUGIN'S OPERATION WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS. WITHOUT DEROGATING FROM THE FOREGOING, IT IS HEREBY CLARIFIED THAT THE COMPANY IS NOT THE DEVELOPER OR PROVIDER OF JETBRAINS AND THEREFOR THE COMPANY MAKES NO REPRESENTATIONS, DOES NOT PROVIDE ANY WARRANTIES AND ASSUMES NO LIABILITY WITH RESPECT THERETO.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE: (A) IN NO EVENT SHALL ARIGA, INCLUDING ARIGA'S ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("ARIGA'S REPRESENTATIVES") BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), ARISING HEREUNDER OR OTHERWISE RESULTING FROM OR ARISING OUT OF YOUR USE OR INABILITY TO USE THE PLUGIN, REGARDLESS OF WHETHER ARIGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) ARIGA'S AND ARIGA'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PLUGIN SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO ARIGA IN THE THREE MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY, OR \$US1.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
6. **Consideration.** The Pugin is currently offered free of any fees or charges. We reserve the right to charge fees for the Plugin in the future, upon notice to you, and you hereby waive any claim against Ariga and Ariga's Representatives in this regard.
7. **Indemnification.** You agree to defend, indemnify and hold harmless Ariga and Ariga's Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but

not limited to attorney's fees) arising from your unauthorized use of the Plugin and/or your violation of any term of this Agreement.

8. **Termination.** This Agreement is effective upon downloading, installing, operating or otherwise using the Plugin and will remain in force until terminated in accordance with this Section 7. The Company may terminate this Agreement: (a) for convenience, upon 30 days' prior written notice to you; or (b) immediately without notice if you fail to comply or breach any provision of this Agreement. Upon termination of this Agreement: (i) the licenses granted to you in this Agreement shall expire and you shall discontinue all further use of the Plugin; and (ii) you shall promptly remove the Plugin from all hard drives, networks and other storage media and destroy all copies of the Plugin in your possession or under your control. Upon the Company's request you shall within three (3) days certify destruction of, all full or partial copies of the Plugin and related materials provided to you by the Company or on its behalf. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. Termination of this Agreement shall not limit either Party from pursuing any other remedies available to it under applicable law.
9. **Export and Sanctions.** You hereby represent and warrant that you and your subsidiaries, affiliates, directors, officers, and employees are not: (i) the subject or target of any sanctions or trade embargos administered or enforced by any relevant government authority, including, but not limited to, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, or Her Majesty's Treasury (collectively, "Sanctions"); and (ii) located, organized or resident and do not operate in a country or territory that is the subject or target of Sanctions (including but not limited to Cuba, Iran, North Korea, Crimea Region, Russia, Lebanon and Syria). You further represent and warrant that you and your subsidiaries, affiliates, directors, officers and employees will comply with all applicable Sanctions and will not take any action to cause the Company to violate Sanctions. Notwithstanding anything to the contrary and without derogating from any other remedy available to the Company in law or equity, or otherwise provided under this Agreement, in the event that (1) you violate Sanctions or any applicable export control laws, or (2) it becomes unlawful under Sanctions or applicable export control laws for the Company to continue to perform under this Agreement, the Company may immediately, upon issuance of written notice and with no opportunity to cure, terminate this Agreement, in each case as determined by the Company in its sole discretion.
10. **Maintenance and Support.** The Company has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this Agreement, unless otherwise agreed in writing between you and the Company. The Company may provide updates to the Plugin which includes patches and bug fixes and you must install all such updates promptly, to ensure that the Plugin will function correctly and will be kept up to date.
11. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the State of Israel and the competent courts of the Tel-Aviv-Jaffa District, Israel shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof. The Company may, at its sole discretion, change the terms contained herein by providing you with written notice. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this Agreement without restriction or notification. The Company reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Plugin (or any part thereof, including but not limited to the Content) without notice, at any time.