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BonCat Master Subscription Agreement

(previously called "End User License Agreement")

VERSION 1.4 2026

By installing or using all or any portion of the BONcat Software, you are accepting all the terms and conditions of this agreement. You agree that this agreement is enforceable like any written agreement signed by you and is legally binding on you and Boncode Software Remediation BV. If you do not agree to all these terms and conditions, do not install, login to or use the software.

This Master Subscription Agreement ("Agreement") is between Boncode Software Remediation BV ("Boncode") and the Licensee (individual or entity) that has downloaded, procured or gained access to the Software (as defined below) for use as an end user ("Licensee"). This Agreement applies only to Software and Professional Services, as referenced herein.

1. Definitions

Affiliate: means each legal entity that is directly or indirectly controlled by you on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by you (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

***A*uthorized Partner:** means an authorized partner of Boncode, who resells the Software licenses and/or performs consulting services based on the Software.

Authorized User: means those licensed uniquely identified individuals who are authorized by you to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time. Licenses granted on an Authorized User basis may be reassigned between uniquely identified individuals over time but may not be reassigned so frequently as to enable the sharing of a single license between multiple users.

Boncode: Boncode Software Remediation BV

Contractor: means those independent third parties who perform services under the responsibility of Licensee.

Documentation: means any supporting product help and technical specifications documentation provided by Boncode concerning the Software to you. Documentation does not include white papers, community forums, training videos, tutorials, Knowledge Base articles or other similar resources which may be made available for your convenience.

Effective Date: means the date as mentioned as Effective Date in your Ordering Document or the initial Delivery date of the Software (whichever is earlier)

License Term: means the Software license term specified on the applicable Ordering Document or by an Authorized Partner. The License Term may be a fixed term, a limited term or perpetual.

Ordering Document: means any order on a Boncode order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Software: means the proprietary Boncode software product(s) provided in connection with this Agreement (and as specified in any related Ordering Document), as more fully described in the Documentation. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software". All undefined names of Software products have the meanings given to them in the Documentation.

2. Boncode Software Products

2.1 Boncode Software

In order to use the Software under this Agreement, you may have to activate your copy of the Software with the valid license key(s) or activation code(s) provided to you ("Product Key") at the time of purchase and/or submit a uniquely identifiable user registration when prompted, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Section 2 of this Agreement. Except as set forth herein, any terms which apply to a Software product also apply to any add-on features to that Software product.

2.2 Usage Metrics

Your license to Boncode Software will be subject to either User-Based or Usage-Based restrictions, as identified on the applicable Ordering Document, or if there is no Ordering Document, as otherwise designated by Boncode.

2.2.1 User-Based License

If your Software license is designated as User-Based, the total count of Authorized Users enabled to use such Software must not exceed the number of licenses purchased on the applicable Ordering Document(s) or received by you from Boncode. Your purchase of "User-Based" Server licenses may be further specified on the applicable Ordering Document as included in a specified Software package, and the technical capabilities available to each Authorized User shall be as set forth in the Documentation.

2.2.2 Usage-Based License

If your Software license is designated on the applicable Ordering Document as Usage-Based, for each such license the usage is restricted as described in the Ordering Document. For purposes of Usage-Based licenses, Authorized Users do not need to be uniquely identified.

2.3 Software Packages

If you purchased or received a license to the Software, such access and technical capabilities are as set forth in the Documentation and Ordering Document. For the avoidance of doubt, if you purchased or received a license to a Software package, each such Software package which is User-Based may be used only by a single Authorized User and may not be shared by multiple Authorized Users.

3. License

3.1 Grant of License

Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term and Termination), during the applicable License Term, Boncode grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to use the Software which is installed by Boncode or for which you have been issued a Product Key by Boncode or an Authorized Partner, but only in accordance with: (a) the Documentation; (b) the restrictions in Section 2 (Boncode Software Products), Section 3.6 (License Restrictions) and any restrictions on the applicable Ordering Document; and (c) the number of Authorized Users and/or permitted Usage (as applicable), on the platforms and configurations or any other restrictions mutually agreed upon by you and Boncode or an Authorized Partner. You may allow your Contractors and Affiliates to use the Software in accordance with this Agreement including the Ordering Document, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their acts or omissions were your own.

3.2 Technical Environment

The Software can be used either in a stand-alone environment as specified in the Ordering Document.

3.3 Archive Copies

You are entitled to make a reasonable number of copies of the Software for archival purposes.

3.4 Third-Party Code

The Software may contain or be provided with components which are licensed from third parties (“Third Party Code”), including components subject to the terms and conditions of “open source” software licenses (“Open-Source Software”). Open-Source Software may be identified in the Documentation, or in a list of the Open-Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open-Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open-Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3.5 Electronic Delivery

All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is installed by Boncode or made available for download by you (“Delivery”).

3.6 License Restrictions

As a condition of your license, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Software or Third Party Code for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software, Third Party Code; (d) modify any part of the Software or Third Party Code, create a derivative work of any part of the Software or Third Party Code or incorporate the Software or Third Party Code into or with other software, except to the extent expressly authorized in writing by Boncode or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Boncode in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Boncode or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Boncode product offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Boncode in writing; (i) as applicable to Usage-Based licenses, enable access to the Software for more usage than the limitations purchased on the applicable Ordering Document(s); (j) as applicable to User-Based licenses, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Ordering Document(s); (k) as applicable to User-Based licenses, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between multiple users; (l) assert, nor will you authorize, assist or encourage any third-party to assert, against Boncode or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Software or Support and Maintenance or Professional Services you have purchased or used hereunder; or (m) use the Software to develop a product that converts any Boncode file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Boncode.

3.7 User-management

The Software contains functionality to manage the access and control of the Software. Licensee is responsible for the user-management of the Software.

4. Ownership

4.1 Ownership

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Boncode and its licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software or Third Party Code, Deliverables, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software or Third-Party Code and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5. Payment

5.1 Payment

You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Boncode will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Boncode hereunder, you will provide Boncode with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

6. Term and Termination

6.1 Term of License

Unless sooner terminated as provided herein, your license to the Software expires at the end of the applicable License Term. License Terms may be renewed in an Ordering Document or as otherwise mutually agreed by the parties.

6.2 Term of Agreement

This Agreement commences on the Effective Date and expires at such time as all License Terms and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). Either party may terminate this Agreement (including all related Ordering Documents) : (a) if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Boncode may terminate this Agreement and the Software license(s) (including termination of the Software license(s) if this Agreement has already expired or has been terminated) immediately upon any breach of Section 3.6 (License Restrictions) (b) if the other party ceases operation without a successor; (c) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (d) if the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Unless otherwise specified herein, termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.3 Termination

Upon any expiration or termination of this Agreement, you shall cease all use of any Software, destroy all copies thereof and so certify to Boncode in writing, and immediately pay any outstanding fees due hereunder.

6.4 Survival

Sections 3.6 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term and Termination), 8 (Disclaimer of Warranties), 10.1, 10.2, 10.3 (Limitation of Remedies), 11 (Confidential Information), 12 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranties

7.1 Limited Warranty

Boncode warrants to you that for a period of thirty (30) days from Delivery (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. Boncode does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Boncode's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Boncode's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Boncode determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Boncode shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Ordering Document and does not renew or reset, for example, with renewal License Terms or the delivery of Software updates or maintenance releases or Product Keys.

7.2 Exclusions

The above warranty shall not apply: (a) if the Software is used with hardware or software not authorized in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you.

7.3 Mutual Warranties

Both parties each hereby warrant to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with all applicable laws and regulations in effect during the term of the Agreement as they apply to such party's rights obligations under the Agreement.

8. Disclaimer

8.1 Disclaimer of Warranties

The section 7 is a limited warranty and, except as expressly set forth in the section 7, the Software, including without limitation and the third-party code, and all services are provided "as is". Neither Boncode nor its licensors make any other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to

warranties of title, merchantability, fitness for a particular purpose or noninfringement. You may have other statutory rights. However, to the full extent permitted by law, the duration of statutory required warranties, if any, shall be limited to the warranty period.

9. Professional Services.

9.1 Professional services

Client can order professional consulting or training services ("Professional Services") purchased in the applicable Ordering Document or a separate agreement.

10. Limitation of Remedies; Indemnification and Damages.

10.1 Limitation of Remedies

But for: (A) either Party's breach of section 11.1 (use of confidential information), (B) your breach of section 3.6 (license restrictions), neither party shall be liable for any loss of use, lost data, failure of security mechanisms, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits or costs of cover), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

10.2 Limitation of Remedies

But for (A) either party's breach of section 11.1 (use of confidential information), (B) your breach of section 3.6 (license restrictions) each party's entire liability under this agreement shall not exceed the lesser of (1) fees paid or owed by you under this agreement during the twelve months preceding the claim, or (2) € 25.000, =.

10.3 Application limitations

The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Confidential Information

11.1 Use of Confidential Information

Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party")

constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software (including Software), pricing, documentation or technical information provided by Boncode (or its Partners), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Boncode without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("Representatives") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both Boncode and you will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.2 Privacy Policy

Your use of the Software, Support and Maintenance or Professional Services is subject to Boncode Software's Privacy Policy, a current version of which is available here: https://Boncode.nl/privacy/

12. General

12.1 Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Boncode may assign this Agreement to any affiliate or in connection with a merger,

reorganization, acquisition or other transfer of all or substantially all of Boncode's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Boncode's written consent except that you may assign your rights and obligations under this Agreement, in whole but not in part, without Boncode's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (a) the assignee is not a direct competitor of Boncode; (b) you provide prompt written notice of such assignment to Boncode; (c) the assignee is capable of fully performing your obligations under this Agreement; and (d) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

12.2 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.3 Governing Law

Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of The Netherlands. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of The Hague. Nothing in this section shall restrict Boncode's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located.

12.4 Attorneys' Fees and Costs

Each party shall bear its own attorneys' fees and costs in any action to enforce this Agreement, unless a competent court decides otherwise.

12.5 Notices and Reports

Any notice or report hereunder shall be in writing or in electronic format. If to Boncode by email, such notice or report shall be sent to: info@Boncode.nl.

12.6 Amendments; Waivers

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals, vendor registration processes, or forms related to individuals being on your premises for Professional Services,

employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.7 Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by Boncode for use of the Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

12.8 Independent Contractors

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.9 Audit Rights

Upon Boncode's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any User-Based and Usage-Based limitations) and provide a current list of Authorized Users for User-Based licenses. With reasonable prior notice, Boncode may audit your use of the Software and compliance with this Agreement, provided such audit is during regular business hours" If such inspections or audits disclose that you have installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Agreement, then Boncode may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Boncode may be entitled to under this Agreement and applicable law.

12.10 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12.11 Authorized Partner

If you received the Software under an agreement ("Partner Agreement") with an Authorized Partner of Boncode then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Boncode for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 7 or 8 herein, then Boncode has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 8 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Boncode. Boncode may terminate this Agreement (including your right to use the Software) in the event Boncode fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

12.12 Third-Party Beneficiar

Boncode Software Remediation BV its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party, including without limitation Contractors, is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

12.13 Boncode's Licensee List

You agree that Boncode may disclose you as a Licensee of Boncode and use your name and logo on Boncode's website and in Boncode's promotional materials.

12.14 Code deletion

After the subscription agreement described in ordering documents ends, Boncode retains a copy of the source code for benchmarking purposes and as test code for the further development of BonCat. Boncode will destroy the source code at the customer's first written request and confirm this with a written statement. A message via email is considered in writing for this purpose.

12.15 Language

Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.