

## End User License Agreement (“EULA”) for OroraTech Products and Services

*Version 1.0.0, applicable as of 20 April 2023*

### 1. Purpose and Scope

- 1.1. This EULA govern the rights granted to the user (“**User**”) and its obligations towards OroraTech GmbH, St.-Martin-Str. 112, 81669 Munich, Germany (“**OroraTech**”) regarding the products and services (“**Products and Services**”) of OroraTech purchased by the User via a reseller authorized by OroraTech (“**Authorized Reseller**”).
- 1.2. Products and Services in terms of these EULA are the OroraTech Wildfire Solution Platform (“**Platform**”) and OroraTech Data Products and Materials (“**Licensed Materials**”).
- 1.3. These EULA do not establish any individual claims of the User for the use of Products and Services but presupposes a valid agreement between OroraTech and the Authorised Reseller as well as between the Authorised Reseller and the User. Claims for access to Products and Services must be made against the Authorised Reseller. Any general terms and conditions of the User shall not apply.

### 2. User Obligations

- 2.1. The User is obliged to provide in due time reasonable cooperation required from it. The User is particularly obliged to
  - a) immediately change all initial passwords assigned to it into passwords known only to the User. The User is required to carefully store the User’s access credentials and protect them from unauthorized access. If the User becomes aware that a third party has used the User’s access credentials, he is required to notify OroraTech immediately;
  - b) correct or update the information in the User’s account in case of changes after activation of its account;
  - c) ensure that the Services meet the User’s specific needs and requirements.
- 2.2. The User shall not
  - a) use any automated or non-automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Products and Services other than via API endpoints provided by OroraTech within the Products and Services;
  - b) post or transmit any file which contains viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Products and Services;

- c) attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Products and Services Services;
- d) attempt to probe, scan, or test the vulnerability of the Platform and/or the Services or breach or impair or circumvent any security or authentication measures protecting the Products and Services;
- e) frame or mirror the Products and Services; or
- f) use any device, software, or routine that interferes with any application, function, or use of the Products and Services, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

### **3. Use of the Platform; Rights of use regarding data**

- 3.1. Under the condition the User has purchased access to the Platform and the Authorized Reseller has made all payments due for the use of the Platform by the User, OroraTech grants to the User the right to access the Platform and to use its services.
- 3.2. Regarding data provided to the User during the provision of services, the User shall have no rights which are not explicitly granted to the User under these EULA. The User shall not be entitled to use the Platform, services and data provided to the User during the provision of services or to make the Platform, services or data provided to the User during the provision of services available to third parties beyond the scope and right of use expressly granted in these EULA.
- 3.3. If the User violates any of the provisions of this section 3 or section 2 above, OroraTech shall be entitled to suspend the User's access to the Platform and the services, provided that such suspension remedies the violation. The User may be informed prior to such suspension. In case of repeated or severe violations by the User, OroraTech shall be entitled to terminate the account for cause without the need for a reasonable cure period, unless the User is not responsible for the violation.
- 3.4. If the User fails to comply with the obligation under the section 3 or section 2 above, the User shall be obliged to compensate the resulting damage, unless the User is not responsible for the breach of duty. The damages shall at least cover any loss of service fees and further actual loss due to such breach.

### **4. Access to and use of Licensed Materials**

- 4.1. Under the condition the User has purchased access to Licensed Materials and the Authorized Reseller has made all payments due for the use of the Licensed Materials by the User. The Licensed Materials are provided via the Service API (direct access to a file server or a platform) and in accordance with the service description provided to the User either.
- 4.2. OroraTech grants the User a limited, non-exclusive, non-sublicensable, non-transferable license to:

- a) internally use, make calls to (subject to the call threshold purchased from the Authorized Reseller) and display the Service API and the Documentation, solely as necessary for the User to use the Licensed Materials specified in the Offer;
  - b) internally use Licensed Materials.
- 4.3. Any use of Licensed Materials not expressly permitted to the User shall be prohibited.
- 4.4. The User shall ensure - using adequate organisational measures - that User's employees and service providers employed by the User are notified of the rights to use (including the respective prohibitions) the Licensed Materials prior to using the Licensed Materials. The User shall furthermore ensure by means of appropriate measures that the use of the Licensed Materials by the User, the User's employees and service providers employed by the User does not exceed the scope of use agreed in the Service Agreement.
- 4.5. The User shall not use Licensed Materials to develop a service or product that is substantially similar to or that otherwise imitates Licensed Materials offered by OroraTech.
- 4.6. If the User is entitled under the service agreement with the Authorized Reseller and makes - in compliance with its rights as set out in the service agreement – available any of the Licensed Materials – in parts or in total - to any third party, the User must:
- a) Legally binding require the third party to abide to the rights of use of the Service Agreement (including OroraTech's right to enforce violations against such third party) and on request provide to OroraTech a notification of such third party and the respective agreement;
  - b) Legally binding require the third party to flow down the terms and conditions of this section 4 (including OroraTech's right to enforce violations against such third party) with regard to the Data Products and Materials to any further third party;
  - c) Include any ownership, copyright or database right notices provided with the Data Products and Materials.
- 4.7. If the User fails to comply with the obligation under this section 4, the User shall be obliged to compensate the resulting damage, unless the User is not responsible for the breach of duty. The damages shall at least cover any loss of license fees and further actual loss due to such breach. Furthermore, OroraTech shall be entitled to suspend the User's access to the Licensed Materials, provided that such suspension remedies the violation. The User may be informed prior to such suspension. In case of repeated or severe violations by the User, OroraTech shall be entitled to terminate the account for cause without the need for a reasonable cure period, unless the User is not responsible for the violation.

## **5. Intellectual Property**

- 5.1. If data provided to the User during the provision of Products and Services include notices of confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights, the User shall not remove such notices.
- 5.2. Any input data provided by the User shall remain owned and proprietary by its owner (which can be either the User or a third party providing the data to the User) and shall not become

the property of OroraTech or used by OroraTech except as necessary to provide the Products and Services.

## **6. Applicable law and place of jurisdiction; severability**

- 6.1. These EULA shall be governed by the laws of the Federal Republic of Germany with the exclusion of its conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 6.2. The exclusive place of jurisdiction for any legal disputes arising from or in connection with these EULA shall be the registered place of establishment of OroraTech, currently Munich, Germany. OroraTech is however entitled to call the courts responsible for the place of business of the user.
- 6.3. If one or more of the aforementioned clauses of these EULA are or become invalid over time, the remaining clauses remain unaffected.

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