

## Hex-Rays End User License Agreement

This End User License Agreement (“EULA”) is a binding agreement between Hex Rays SA, with registered seat located at Rue Rennequin-SuaLEM 34, 4000 Liège, Belgium and registered under number 0873.473.914 (“HEX-RAYS”, “we”, “our”, “us”) and you (the “Customer”, “You” or “End User”) and govern, together with your Purchase Agreement, your use of the HEX-RAYS’s software (“Software”) and Documentation. This EULA also applies to any ancillary services, which include license activation services, HEX-RAYS may provide to you in connection with the Software.

If you do not agree to the terms of this EULA, HEX-RAYS will not and does not grant you the right to use the Software and you must not use the Software.

In case the terms of this EULA are in conflict with any other terms of use or terms and conditions, the terms of this EULA will take precedence.

HEX-RAYS may, for a well-founded and documented reason, change, supplement or amend the terms of this EULA as they relate to your future use of the Software and it may do so from time to time in writing with a one (1) month prior notice. If you do not agree to these new terms, you can discontinue the use of the Software at the end of the notice period. and ask for a proportional refund (depending on your subscription scheme).

### GRANT AND SCOPE OF LICENSE

- 1.1. Subject to the terms and conditions of this EULA, You are granted a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide license to use the machine code version of the Software and its associated documentation (“Documentation”). Your right to use the Software is limited by all terms and conditions set forth in this EULA.
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  - i. PROFESSIONAL LICENSE also known as IDA Pro. If You are licensing a Professional version of the Software (“Professional License”), Your use of the Software is permitted for Your own internal business purposes, subject to the terms of this EULA. Each copy of the Software and Documentation provided under a Professional License can only be used by a single user at a time.
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- 1.3. If You are licensing a Professional version of the Software (“Professional License”), You may allow Your contractors (each, a “Permitted Third Party”) to use the Software solely for the purpose of providing services to You, provided that such use is in compliance with this EULA and the Purchase Agreement. You are liable for any breach of this EULA by any Permitted Third Party.
- 1.4. Depending on the license purchased as defined in the Purchase Agreement, or otherwise provided under the EULA, the Software may be provided under the following licensing schemes governing the installation and concurrent use of the Software:
- (i) “**per named user**” license (or “Named License”): Each “per named user” license permits an identified user designated by your organization to install the Software on a maximum of three computers belonging to You or fully controlled by You, provided that no other user uses the Software on those computers. Each “per named” user license permits the identified user to use the Software on only one computer at a time.
  - (ii) “**per fixed computer**” license (or “Computer License”): Each ‘per fixed computer license permits Your company to install and use the Software on only one fixed physical or virtual computer.
  - (iii) “**floating (roaming)**” license: Each floating license permits Your company to install the Software on as many computers as required. One floating license permits one concurrent use of the Software.
- 1.5. Depending on the license purchased as defined in the Purchase Agreement, or otherwise provided under the EULA, the Software may be provided under the following licensing schemes governing the creation of derivative works based on the Software:
- (i) Unless You are licensing an OEM version of the Software, this license does not allow You to create, install, maintain, distribute, convey, lend, lease, share, sell, transfer, sublicense, rent, or time share derivative works based on the Software, such as, but not limited to, e.g. creating a server based on the Software to serve the needs of different internal or external users, whether for free or for a fee, or creating an application embedding the Software, which is distributed or sublicensed to internal or external users, whether for free or for a fee ...
    - a. By way of exception, You are authorized to use, create, install, maintain derivative works based on the Software when such works a) exclusively derive from the Software only through the normal use of Authorized Interfaces and Libraries, i.e. IDA C++ SDK or IDAPython API or IDALIB or IDA-T (“**Derivative Works based on Authorized Interfaces and Libraries**”) AND b) are used only on the same physical or virtual computer(s) as the one(s) authorised by your license.
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license shall be described in an Exhibit to the Purchase Agreement. The OEM license shall only be valid if the Exhibit to the Purchase Agreement has been executed by Hex-Rays and Customer.

1.6. This license to the Software also allows You to:

- (i) make a reasonable number of backup copies solely for archival or recovery purposes.
- (ii) upon HEX-RAYS's express prior written approval, transfer the Software and all rights under this license to a third party together with a copy of this license and all Documentation, provided that the third party agrees to and complies with the terms of this EULA. Upon transfer of the license to any third party, You lose the right to use the Software and Documentation.

The duration of the license depends on the type of license purchased, as set forth in the Purchase Agreement, and corresponds to one of the two types below:

- Perpetual License Grant (namely license lasting the whole duration of the Intellectual Property Rights protecting the Software). Upon full payment of the applicable fees, the Customer is granted a perpetual, worldwide, non-exclusive, and non-transferable license to use only the object code version of the Software in accordance with the Documentation provided by HEX-RAYS and the Agreement, and solely for its internal business purposes. The Customer acknowledges that when purchasing a Perpetual License, the support on the Software will expire at the first anniversary of the date of grant of the license, unless renewed.
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Except for the Free License, the license is in any cases and by default a temporary license subject to (or until) full payment of all invoices issued by HEX-RAYS for your use of the Software and corresponding to the remuneration as set forth in the Purchase Agreement. In the event that any payment for the use of the Software is not received in a timely manner, you must immediately discontinue its use.

## 2. RESTRICTIONS

2.1. Except as expressly permitted by this EULA, You will not, nor permit or authorize anyone to:

- (i) distribute, convey, lend, lease, share, sell, transfer, sublicense, rent, or time share any of the Software, or any of its components or product keys, or permit third parties to download or install any Software, except as otherwise expressly permitted by applicable law;
- (ii) copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Software, except as otherwise expressly permitted by applicable law, or modify, adapt, translate or create derivative works based upon the Software;
- (iii) alter or circumvent any product, key or license restrictions, or transfer or reassign a named user license or entitlement, in such a manner that enables You to exceed purchased quantities, defeat any use restrictions, or allows multiple users to share such entitlement to exceed purchased quantities;
- (iv) use, offer, embed, or otherwise exploit the Software, whether or not for a fee, in any managed service provider (MSP) offering: platform as a service (PaaS) offering; service bureau; or other similar product or offering, including offering standalone Software as a hosted service (SaaS);
- (v) use the Software if You are a competitor, or use the Software in any manner that competes with HEX-RAYS, including but not limited to, benchmarking, collecting and publishing data or analysis

relating to the performance of the Software, or developing or marketing a product that is competitive with any Software or service without first inviting HEX-RAYS to review the results;

- (vi) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law including Export Laws.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1. The Software and Documentation are licensed and not sold to You by HEX-RAYS. Except for the license expressly granted under this EULA, HEX-RAYS, on behalf of itself and its affiliates and suppliers, reserves all rights in and to the Software and Documentation not expressly granted to You. The rights in the Software and Documentation are valid and protected in all forms, media and technologies existing now or hereafter developed. If Software is provided to You on removable media, You may own the media on which the Software is delivered but Hex-Rays SA retains ownership of all copies of the Software itself.

### **4. ANCILLARY SERVICES PROVIDED IN CONNECTION WITH THE SOFTWARE**

- 4.1. This license permits You to use the Software in an autonomous way, disconnected from a network or the Internet.
- 4.2. This license also permits You to use ancillary services provided by HEX-RAYS solely over the Internet such as, but not limited to, a) Download of installers via HEX-RAYS' Customer Portal b) License activation via HEX-RAYS' Customer portal c) Download of FLIRT signature files via HEX-RAYS' Customer Portal d) Sharing, Uploading and Downloading of binary or assembly code signatures via HEX-RAYS Public Lumina service e) On-line decompilation services when Your license does not provide for local decompilation f) On-line Documentation resources g) Collection of usage data and analytics services... This EULA and the Purchase Agreement also apply to such ancillary services, which HEX-RAYS may provide to you in connection with the Software.

### **5. COLLECTION AND USE OF END USER DATA**

- 5.1. You acknowledge and agree that HEX-RAYS may review and use all feedback, data or other information provided by You via the use of the Software, including by uploading or creating data or content through the Software or information in connection with your use or performance of the Software ("End Users Data") for the purpose of verifying adherence to the terms and conditions set forth in this EULA and for any purpose related to your use of the Software, including but not limited to user analyses, improving the performance of the Software or developing updates or improvements to the Software. HEX-RAYS will be free and is hereby granted a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to (a) use such information and data during and after the term hereof to improve and enhance the Software and for other development, diagnostic and corrective purposes in connection with the Software and other offerings of HEX-RAYS, and (b) disclose such data in aggregate provided that such information can not directly or indirectly be identified as the data of the individual End Users.
- 5.2. You grant HEX-RAYS a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display End Users Data to the extent necessary to provide and maintain the Software. HEX-RAYS reserves the right, but is not obliged, to review and remove any End Users Data which is deemed to be in violation with the provisions of this EULA or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

### **6. DISCLAIMER**

- 6.1. The Software is provided "as is" without any express or implied warranty of any kind, included but not limited to any implied warranties of merchantability or fitness for a particular purpose. To the fullest extent permitted by the applicable law, HEX-RAYS does not guarantee that the Software will operate without any interruption, meet any performance or reliability standards, achieve any kind of intended purpose, be compatible with any other software or system, or have errors that can be corrected.

### **7. INDEMNIFICATION**

- 7.1. You will defend, indemnify and hold harmless HEX-RAYS and its affiliates, independent contractors, service providers, suppliers, partners, resellers, distributors and consultants, and their respective directors, officers, employees and agents against any third party claims, suits or actions and any resulting damages,

costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (a) your use of, or inability to use, the Software; or (b) your violation of any terms of this EULA.

- 7.2. Should a third party assert any claim against You due to a corresponding infringement of intellectual property rights by the Software, You shall notify HEX-RAYS thereof without delay in writing, and the following is the exclusive applicable remedy in such case. HEX-RAYS shall at its own discretion:
- a) defend or settle the claim and assume all the necessary and reasonable costs in this connection, including the reasonable costs of any litigation or
  - b) procure the corresponding and necessary right for your use of the Software, or
  - c) replace the Software, with such software that does not give rise to any infringement of intellectual property rights.

If an infringement of intellectual property rights cannot be eliminated through one of these measures, HEX-RAYS shall be entitled to take back the Software and reimburse the remuneration paid for the same less a reasonable sum as compensation for the period during which the Software could be used by the Licensee. Should the infringement of intellectual property rights be attributable to Your conduct, in particular to any modification by You to the Software or to the definition of certain work processes to use in combination with software, deliveries or services not provided by HEX-RAYS, You shall nevertheless be obliged to pay the agreed remuneration for the Software as well as, if applicable, a remuneration in accordance with the usual rates for the services provided by HEX-RAYS in such circumstances.

## **8. LIMITATION OF LIABILITY**

- 8.1. To the fullest extent permitted by the applicable law, in no event will Hex-Rays SA and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees be liable for any consequential, special, incidental, or indirect damages, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort, negligence, strict liability, or under any other theory of law or equity arising out of or in any way connected with the use or inability to use the Software, even if HEX-RAYS has been advised of the possibility of such damages. In no event shall the aggregate liability of HEX-RAYS and/or its affiliate, and their respective directors, officers, employees and agents, whether in contract, warranty, tort, product liability or other theory, arising out or relating to this EULA or the Software, exceed the total amount paid to HEX-RAYS for the Software during the twelve (12) month period preceding the date on which the applicable liability claim arose.
- 8.2. We reserve the right to suspend or terminate your rights to use all or part of the Software for failure to comply with the terms of this EULA or the specific conditions of a particular Software.

## **9. EXPORT LAWS AND SANCTIONS**

- 9.1. Some countries control the export of products and information (the "Export Laws"). Such Export Laws may apply to the Software and Documentation. If so, you agree that such laws govern your use of the Software and Documentation, and you agree to comply with all such Export Laws. You agree that no data, information, software programs and/or materials resulting from the Software (or direct product thereof) will be exported, directly or indirectly, in violation of these Export Laws.
- 9.2. You represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software and Documentation are granted on condition that such rights are forfeited if you fail to comply with the terms of this EULA.
- 9.3. You warrant that as of the date of acceptance of this EULA, You or any entity or person that has direct or indirect control of fifty percent or more of Your shares ("Affiliates") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration/residency of the End-User ("Sanctions"). A breach of this warranty shall be a material default for the purpose of this EULA. You agree that if at any time after the date of formation of the EULA, You or any of Your Affiliates become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict Your performance of or rights under the EULA, or the performance of the EULA exposes You, or creates a risk of You being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, HEX-RAYS may suspend or terminate the EULA upon such Sanctions becoming effective.

- 9.4. You shall indemnify HEX-RAYS against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, HEX-RAYS as a result of your breach of this obligation.

## **10. TERMINATION**

- 10.1. HEX-RAYS may terminate with immediate effect your right to access and use of the Software, if HEX-RAYS believes or has reasonable grounds to suspect that you are violating the terms of this EULA.
- 10.2. HEX-RAYS may terminate with immediate effect the EULA, in the following cases:
- a) where, despite a formal warning notice, you or your organization breaches your obligations under this EULA;
  - b) where Your or Your organization ceases to make payments, are over-indebted or there are any other indications that your economic or financial situation has deteriorated to such an extent that the fulfilment of your obligations is jeopardized and HEX-RAYS cannot reasonably be expected to adhere to the EULA;
  - c) where judicial insolvency proceedings have been opened in respect of you or your organization's assets or the opening of such proceedings has been refused on account of lack of assets;
  - d) any other important reason exists for which You or Your organization are responsible and which makes it unacceptable for HEX-RAYS to maintain the EULA until the end of the agreed term.
- 10.3. Upon termination, You must promptly return, destroy, or permanently delete all copies of the Software and Documentation. You may terminate this license at any time by destroying the Software and all copies thereof.

## **11. DATA PROTECTION**

- 11.1. The processing of personal data that HEX-RAYS carries out (as data controller) shall take place in compliance with the applicable regulations (including the Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data – hereunder referred to as the “GDPR”) and in accordance with its “Privacy Policy” available on its website [[https://hex-rays.com/privacy\\_policy/](https://hex-rays.com/privacy_policy/)]. You undertake to communicate this Privacy Policy to all natural persons whose data will be processed by HEX-RAYS as a result of the performance of this EULA.
- 11.2. By default, the parties confirm that the contractual relationship between them does not give rise to the subcontracting of personal data processing activities within the meaning of article 28 of the GDPR. If such case occurs, the parties undertake to take all necessary steps to regularize the situation and to sign a data processing agreement (DPA) which shall provide for the measures to be implemented conforming to the applicable data protection laws.

## **12. MISCELLANEOUS**

- 12.1. Force Majeure. HEX-RAYS will not be liable for any failure or delay in the performance of its obligations with regard to the Software if such delay or failure is due to causes beyond our control including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, pandemics, telecommunications, network, computer, server or Internet downtime, cyber-attacks, unauthorized access to HEX-RAYS's information technology systems by third parties or any other cause beyond the reasonable control of HEX-RAYS (the “Force Majeure Event”).
- 12.2. Severability. If any provision of this EULA is, for any reason, held to be invalid or unenforceable, the other provisions of this EULA will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 12.3. Waiver. Any failure to enforce any provision of this EULA will not constitute a waiver thereof or of any other provision.
- 12.4. Assignment. You may not assign or transfer this EULA or any rights or obligations to any third party. HEX-RAYS will be free to (i) transfer or assign (part of) its obligations or rights under this EULA to one of its affiliates and (ii) to subcontract performance or the support of the performance of this EULA to its affiliates, to individual contractors and to third party service providers without prior notification to the End User.
- 12.5. Governing law and jurisdiction. This EULA is governed by the laws of Belgium without regard to any conflict of law principles to the contrary. You hereby irrevocably consent to jurisdiction of the district courts of Liège, Belgium with respect to any proceeding regarding this EULA or the Software. The 1980 UN Convention for the International Sale of Goods or any successor thereto does not apply to this EULA.