

Sinequa Add-On - End-User License Agreement ("Agreement")

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Please read this End-User License Agreement ("**Agreement**") carefully before clicking the "I Agree" button, downloading or using Sinequa Add-on ("**Add-on**").

By clicking the "I Agree" button, downloading or using the Add-on, you are agreeing to be bound by the terms and conditions of this Agreement. This Agreement is a legal agreement between you (either an individual or a single entity) and Sinequa and it governs your use of the Add-on made available to you by Sinequa. If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Add-on. The Add-on is licensed, not sold, to you by Sinequa for use strictly in accordance with the terms of this Agreement.

License Grant. Subject to the extent that you are a holder of a valid license grant for using Sinequa's enterprise search software "Sinequa ES" (hereinafter referred to as "**Software**"), Sinequa grants you a revocable, non-exclusive, non-transferable and non-sublicenseable, worldwide, in object-code form only, limited license to download, install and use the Add-on solely for the purpose of establishing and maintaining the interoperability of your instantiation of the Software with Atlassian servers and services ("**Purpose**"). The Add-on must be used strictly in accordance with the terms of this Agreement. Except for the copyright license above, you are granted no other rights or licenses, by implication, or estoppel, or otherwise, under any patents or other intellectual property rights.

Specific Limitations. Notwithstanding anything to the contrary set forth herein, you shall not: (i) make copies of the Add-on other than for the Purpose, except for a back-up purposes and always subject to any copy being labelled with a Sinequa proprietary notice; (ii) provide access to or use of the Add-on to anyone other than your employees, officers, agents, directors, or any other authorized representative who are bound with you by terms at least as protective of SINEQUA as those set forth in the Agreement; (iii) pledge, lease, rent, assign, sell, or commercially share the Add-on or any of your granted rights herein; (iv) use the Add-on in connection with any hazardous activity or any other activity which might result in serious property damage, death, or serious bodily injury; (v) provide access or use of the Add-on in violation of the applicable export law to the Agreement; or (vi) modify, alter, improve, develop, upgrade, downgrade, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to decode, the Add-on source codes or their related underlying ideas or algorithms.

No Warranties. The Add-on is provided on an "AS IS" basis and to the maximum extent permitted by applicable law, Sinequa of I hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence. IN ADDITION TO THAT, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE ADD-ON.

Limitation of Liability. IN NO EVENT WILL ANY AUTHOR, DEVELOPER, LICENSOR, OR DISTRIBUTOR OF THIS MATERIAL OR WS-I BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL,

CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER AGREEMENT RELATING TO THIS MATERIAL, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SINEQUA'S LIABILITY SHALL BE EXCLUDED WHERE CLAIMS OR DAMAGES ARISE FROM YOUR USE, MISUSE OR INABILITY TO USE THE ADD-ON IN CONFORMITY WITH ITS SCOPE. EXCEPT IN CASE OF BREACH OF CONFIDENTIALITY, BODILY HARM OR DEATH AND WHEREVER ELSE THIS LIMITATION WOULD BE VOID, SINEQUA'S LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED 5,000.- USD.

Intellectual Property. You acknowledge and agree that, Sinequa solely and exclusively owns all right, title, and interest in and to the Add-on, including, without limitation, any and all goodwill related thereto or resulting therefrom. You undertake not to contest, either directly or indirectly by assisting a third party, Sinequa's sole and exclusive rights, including ownership rights, in and to the Add-on. Except as expressly provided herein, nothing in the Agreement shall be deemed to confer upon you any right, title or interest whatsoever.

Third-Party Services. The Add-on may display, include or make available third-party content (including data, information, Add-ons and other products services) or provide links to third-party websites or services ("Third-Party Services"). You acknowledge and agree that Sinequa shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Sinequa does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination. This Agreement shall remain in effect until terminated by you or Sinequa. Sinequa may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Sinequa, in the event that you fail to comply with any provision of this Agreement or in the event that your license granted for the Software expires or terminates. You may also terminate this Agreement by deleting the Add-on and all copies thereof from your mobile device or from your computer. Upon termination of this Agreement, you shall cease all use of the Add-on and delete all copies of the Add-on from your mobile device or from your computer. Termination of this Agreement will not limit any of Sinequa's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Amendments to this Agreement. Sinequa reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 60 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Add-on after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Add-on.

Governing Law. (i) If you are domiciled or incorporated in the United States, Canada, or Mexico, the laws of New York, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Add-on. Your use of the Add-on may also be subject to other local, state, national, or international laws. and the parties hereby agree and irrevocably submit to the jurisdiction of the courts of New York City, for the purposes of any action, suit or proceeding arising out of or relating to

this agreement. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY IRREVOCABLY WAIVE ALL THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION ARISING HEREUNDER, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (ii) If you are domiciled or incorporated in the rest of the world, this Agreement shall be governed by and construed and enforced in accordance with the French law, and you hereby agree and irrevocably submit to the jurisdiction of the courts of Paris, France, for the purposes of any action, suit or proceeding arising out of or relating to this agreement.

Contact Information. If you have any questions about this Agreement, please contact us under legal@sinequa.com.

Entire Agreement. The Agreement constitutes the entire agreement between you and Sinequa regarding your use of the Add-on and supersedes all prior and contemporaneous written or oral agreements between you and Sinequa. You may be subject to additional terms and conditions that apply when you use or purchase other Sinequa's services, which Sinequa will provide to you at the time of such use or purchase.