



END USER LICENSE AGREEMENT

General Language Engine License

STRUMENTA S.r.l. – End User License Agreement

VERSION

2026-08

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1. DEFINITIONS

1.1 "Software Order Form" or "Order Form" means, as may be applicable to this EULA upon STRUMENTA directions, the order form for the Software (between STRUMENTA and End User), including information on Software, STRUMENTA Support, fees, license term, renewal terms, optional items, and other information necessary for the delivery of such items to Licensee.

1.2 "Agreement" means the Software Order Form or the Order Form, as the case may be, and this EULA.

1.3 "API" means STRUMENTA's application programming interfaces, as well as other STRUMENTA code that allow other software products to communicate with or call on STRUMENTA Software provided under this Agreement.

1.4 "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.

1.5 "Business Partner" means a legal entity that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.6 "Confidential Information" means, with respect to STRUMENTA, all information which STRUMENTA protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other STRUMENTA Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of STRUMENTA; (c) product offerings, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to STRUMENTA subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.7 "Consulting Services" means professional services, including but not limited to consulting, advisory, analysis, development, migration, and integration services, that the Licensee provides to its

clients in the ordinary course of its business.

1.8 "Documentation" means STRUMENTA's documentation which is delivered or made available to Licensee with the Software under this Agreement.

1.9 "End User" means the End User to whom the Software is licensed under this Agreement.

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1.11 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or database rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.12 "Licensee" means the End User.

1.13 "STRUMENTA Materials" means any software, programs, tools, systems, data or other materials made available by STRUMENTA to Licensee in the course of the performance under this Agreement (whether before or after the effective date of this Agreement) including, but not limited to, the Software and Documentation, as well as any information, materials or feedback provided by Licensee to STRUMENTA relating to the Software and Documentation.

1.14 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the Software Order Form or the Order Form, including any Language Engine so specified, all as developed by STRUMENTA and delivered to Licensee hereunder; and (ii) any new releases thereof made available through unrestricted shipment or made available under the applicable support terms.

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1.16 "Third Party Software" means (i) any and all software products and content licensed to Licensee under this Agreement as specified in the Software Order Form or the Order Form, all as developed by companies other than STRUMENTA, (ii) any new releases thereof made available through unrestricted shipment pursuant to a STRUMENTA support service; and (iii) any complete or partial copies of any of the foregoing.

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1.18 "License Key" means any key, token, file, credential, or other technical mechanism used by STRUMENTA to enable, limit, or renew use of the Software.

1.19 "Model" means the structured representation of source code produced or processed by a Language Engine, in the form of an Abstract Syntax Tree.

1.20 "Language Engine" means a STRUMENTA software product for a specific programming language or family of languages, built around the Model. Each Language Engine provides one or more of the following capabilities with respect to the Model: parsing, symbol resolution, type calculation, analysis, serialization, and related tooling. The capabilities provided by a given Language Engine are those identified in the Software Order Form or described in the Documentation; a Language Engine is not required to provide any capability not so identified.

2. LICENSE GRANT

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For the avoidance of doubt, the Licensee's use of the Software as a back-end component to power a Hosted Service is permitted under Section 2.1.1(c), provided that the output of the Hosted Service, rather than the Software itself, is delivered to third-party users.

2.1.3 Installation.

Licensee agrees to install the Software only on information technology devices (e.g. hard disks or central processing units) identified by Licensee pursuant to this Agreement (the "Designated Unit") and which are located at Licensee's facilities and are in Licensee's direct possession, or on cloud infrastructure operated by or on behalf of Licensee. Where STRUMENTA has agreed in writing, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Licensee must hold the required licenses as stated in this Agreement for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system. If Licensee receives licensed Software that replaces previously licensed Software, its rights under this Agreement with regard to the previously licensed Software shall end when it deploys the replacement Software for Use on productive systems. At that time, Licensee shall comply with Section 5.2 of this Agreement with respect to such previously licensed Software.

2.1.4 The terms and conditions of this Agreement relative to "Software" apply to Third Party Software.

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3.1 Licensee shall pay to STRUMENTA all license fees for the Software on the date of signing the Order Form, unless the Order Form expressly provides otherwise.

3.2 The initial license fee must be paid before the initial License Key is issued.

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3.4 Renewed License Keys will be issued only after receipt of the corresponding payment. If payment is not received in time, the renewed License Key may not be issued before the start of the next term, and use of the Software may therefore be interrupted or suspended.

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9.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the specific financial terms and conditions of this Agreement to any third party without the prior written consent of STRUMENTA. Notwithstanding the foregoing, either party may publicly state that a business relationship exists between the Parties, including by referencing the other party's name and logo in customer or partner listings, case studies, press releases, and marketing materials, provided that the content of any such reference is limited to the existence of the relationship and does not disclose the financial terms of this Agreement. Each party may request in writing that the other party remove a specific reference, and the other party shall comply within thirty (30) calendar days.

10. ASSIGNMENT

Licensee may not, without STRUMENTA's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the STRUMENTA Materials or STRUMENTA Confidential Information, to any party, whether voluntarily

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11. PERSONAL DATA

11.1 Each party will carry out its obligations under the Agreement in accordance with all applicable data protection laws, including but not limited to Regulation (EU) 2016/679 (GDPR). To the extent that STRUMENTA exports or processes Licensee's personal data outside the European Economic Area (EEA), it will ensure any such processing or export shall be on terms equivalent to those herein and in compliance with applicable data transfer mechanisms, and STRUMENTA shall enforce such terms against the relevant subcontractors.

12. GENERAL PROVISIONS

12.1 Severability. It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. Licensee agrees that it will not submit the Software, Documentation or other STRUMENTA Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of STRUMENTA, and will not export the Software, Documentation and STRUMENTA Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other STRUMENTA Materials by Licensee and/or its Affiliates.

12.5 Governing Law. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under Italian law and shall be settled before the exclusive jurisdiction of the Court of Turin. In the event of any conflicts between foreign law, rules, and regulations, and Italian law, rules, and regulations, Italian law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

12.6 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of

such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.7 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between STRUMENTA and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both Parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to STRUMENTA. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

13. EVALUATION LICENSE

13.1 Application. This Section applies only where the Software Order Form identifies the license granted thereunder as an **Evaluation License**. Where this Section applies, it prevails over any conflicting provision of this Agreement.

13.2 Purpose. An Evaluation License is granted for the sole purpose of enabling Licensee to assess the suitability of the Software for Licensee's intended use.

13.3 No commercial use. Notwithstanding Section 2.1.1, under an Evaluation License Licensee shall not use the Software: (a) in production or in any live business process; (b) on source code, data or materials belonging to Licensee's clients or to any third party; (c) in the course of providing Consulting Services, as contemplated by Section 2.1.1(b); (d) as a component of a Hosted Service, as contemplated by Section 2.1.1(c); or (e) for any other commercial, revenue-generating or client-facing purpose. Evaluation shall be carried out on test, sample or otherwise non-confidential data.

13.3.1 Coverage assessment exception. By way of exception to Section 13.3(b), and only where the Order Form expressly permits it, Licensee may process source code belonging to a client of Licensee for the sole purpose of producing a coverage, diagnostic or error-prevalence report on the suitability of the Software, subject to all of the following: (i) such processing is limited to the volume stated in the Order Form; (ii) the resulting report is shared with STRUMENTA under Section 13.6(b); (iii) neither the outputs of the Software nor any work product derived from them is delivered to, made accessible to, or otherwise used for the benefit of that client or any third party; and (iv) Licensee is entitled to process such source code for this purpose. Processing under this Section takes place entirely within Licensee's own environment; nothing in this Section requires Licensee to disclose source code to STRUMENTA.

13.4 Fees. Unless the Order Form expressly provides otherwise, no license fee is payable for the Evaluation term, and Sections 3.2, 3.3 and 3.4 do not apply.

13.5 No warranty; limitation of liability. Notwithstanding Section 6, Software licensed under an Evaluation License is provided "**AS IS**", without warranty of any kind, and Section 6.1 does not apply.

Notwithstanding Section 8.2, STRUMENTA's aggregate liability arising out of or relating to an Evaluation License shall not exceed one thousand Euro (EUR 1,000).

13.6 Evaluation deliverables. In consideration of the Evaluation License, Licensee shall, no later than fifteen (15) days after the end of the Evaluation term:

(a) deliver to STRUMENTA a written evaluation report stating, at a minimum, the nature and volume of source code processed, the capabilities exercised, any defects or gaps identified, and Licensee's assessment of the suitability of the Software;

(b) provide STRUMENTA with either (i) representative samples of the source code intended to be processed, in anonymized or redacted form where necessary, or (ii) where Licensee is not entitled or not able to share such source code, a written description of the characteristics of the target code-base together with any coverage, diagnostic or error-prevalence report produced by the Software in the course of the evaluation; and

(c) attend one (1) feedback session with STRUMENTA of up to sixty (60) minutes, at a time reasonably agreed between the Parties.

13.7 Evaluation deposit. The Order Form may provide for an evaluation deposit. Where it does: (i) the deposit is payable before issuance of the initial License Key, and Section 3.2 applies to it; (ii) upon Licensee's performance of Section 13.6, STRUMENTA shall, at Licensee's election, refund the deposit or credit it in full against the fees payable under any subsequent license for the Software; and (iii) where Licensee does not perform Section 13.6 within the period stated therein, STRUMENTA may retain the deposit, which the Parties agree represents a reasonable pre-estimate of the value of the evaluation feedback foregone.

13.8 Term. An Evaluation License does not renew automatically. Any extension requires a written amendment to the Order Form and the issuance of a new License Key. Section 4.3 applies upon expiry, including the obligation to certify destruction in writing.