

SPRYKER SYSTEMS GMBH LICENSE AGREEMENT for AWS Marketplace

SPRYKER SYSTEMS GMBH, REGISTERED WITH THE COMMERCIAL REGISTER OF THE LOWER COURT OF HAMBURG UNDER HRB 134310 ("**WE**" OR "**SPRYKER**") GRANTS YOU (THE "**LICENSEE**") THE RIGHT TO USE THE SOFTWARE (AS DEFINED BELOW) UNDER THE PROVISIONS OF THIS LICENSE AGREEMENT FOR AWS MARKETPLACE (THE "**AGREEMENT**").

For the purposes of this Agreement, the "**Software**" includes any software for evaluation purposes, which is owned and distributed by Spryker under this Agreement. The use of Spryker's software in a production environment under a full non-evaluation license requires prior conclusion of a separate agreement between Spryker and you covering such full non-evaluation license.

The Software contains elements of open source components, to which different license terms apply respectively. You need to install these open source components separately.

Spryker grants to Licensee, during the 45-calendar-day period (the "**Evaluation Period**") following the first download of the Software, the non-transferable, non-exclusive limited, free of charge license (the "**License**") to permit Licensee's employees to internally use the Software to test and evaluate the Software in connection with potentially purchasing full and non-evaluation licenses to the Software. For the avoidance of doubt, Licensee will not be granted the License under this Agreement more than once.

Under the License granted in this Agreement, Licensee shall not (i) use the Software to set up a production live system, for development purposes or any other purposes apart from evaluating the Software; (ii) copy any part of the Software except to make one copy for back-up purposes; (iii) distribute, disclose, market, rent, lease, or transfer the Software or act as a service bureau with respect to the Software; (iv) export the Software or install it in multiple locations; (v) disclose any confidential information provided by Spryker; (vi) modify or make derivative works of the Software; or (vii) allow others to make or obtain copies of the Software.

THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND. SPRYKER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SPRYKER WILL NOT BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION ORDINARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES RELATING TO LOST DATA OR LOST PROFITS, EVEN IF SPRYKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Licensee's License to use the Software under this Agreement shall terminate on the earlier of (i) the expiration of the Evaluation Period, or (ii) the date both parties enter into a definitive agreement for the provision by Spryker to Licensee of a full non-evaluation license to Spryker's software.

Upon termination of the License as provided under this Agreement, Licensee shall promptly destroy the Software and any back-up copy of the Software made during the Evaluation Period if Spryker and the Licensee have not agreed a non-evaluation license to Spryker's software.

This Agreement shall be governed by the laws of Germany to the exclusion of IPR (International Law) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties consent to the jurisdiction of the courts in Berlin (Germany).

This Agreement and/or the License is not assignable or transferable by Licensee and any attempt to do so is null and void.

This Agreement constitutes the entire agreement between the parties concerning Licensee's use of the Software. This Agreement supersedes any prior verbal understanding between the parties. This Agreement may be amended only in a writing signed by an authorized officer of Spryker.