



Version: 1.1 dated July 24, 2023

SOFTWARE ADDENDUM

1. Definitions and Interpretation

“Access Credentials” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Software.

“Maintenance and Support Agreement” means the maintenance and support services DRB shall provide to Customer in relation to the Software, as more particularly described [here](#).

In the case of conflict or ambiguity between any provision contained in the body of this Addendum and any provision contained in the General Terms and Conditions in respect of the Software, the provision in the body of this Addendum shall take precedence.

Any capitalized terms not defined in this Addendum shall have the meaning given in the Agreement.

2. Delivery and Acceptance As soon as commercially practicable after the Effective Date, DRB shall make available the Software and the Documentation online for downloading for use by Customer and its Authorized Users in exercising its rights under the licenses granted herein. Notwithstanding any provision under this Agreement or a separate Order Form that may require DRB to perform certain services in the nature of installation of the Software or configuration of Customer’s and/or its Authorized User’s computers, networks or other systems, delivery of the Software shall be deemed complete when DRB makes the Software available for download, including providing any applicable Access Credentials, and Customer shall be deemed to have accepted the Software upon delivery.

3. License Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, DRB hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, revocable, limited license to allow its Authorized Users the right to use the Software on physical or virtual machines owned or managed by Customer and its Affiliates.

4. The license to use the Software as provided in Section 3 above is restricted as follows:

4.1. to use of the Software in object code form;

4.2. to use solely in connection with the DRB Solution or for the purposes described herein and only for the Customer’s internal business purposes provided that internal use shall include use in connection with the Customer product identified in the Quote, which the Parties agree may be made available to Customer’s customers by way of example as a web or mobile application, provided such customer is not a DRB Competitor and all such use shall be in accordance with terms of this Agreement and the Documentation and not in violation of Section 5 below (which shall not include allowing the use of the

Software by, or for the benefit of, any person other than an Authorized User of the Customer); and

4.3. for the duration of the Term and shall automatically terminate upon expiration or termination of this Agreement, for any reason.

5. Restrictions The use restrictions set out in Section 4 of the Agreement in connection with the Subscription Solution shall also apply to the Customer’s use of the Software.

6. Software Warranty

6.1. Subject to Section 6.2 of this Addendum below, DRB warrants that the Software shall substantially conform to DRB’s Documentation for the particular configuration ordered for a period of three (3) months from the date of delivery. The foregoing warranty does not apply to any Software that has been subject to misuse, neglect, accident, or modification or which has been altered and is not capable of being tested by DRB under its normal test conditions.

6.2. Software licensed as beta, demonstration or evaluation is licensed "as is" without warranty including, but not limited to, compliance with Documentation.

6.3. DRB’s sole obligation to Customer hereunder for Software failing to meet the aforesaid warranty shall be, at DRB’s discretion, to repair or replace the non-conforming Software or issue Customer credit for the purchase price of the non-conforming products, where within the warranty period: 1) DRB has received written notice of any nonconformity; and 2) DRB has determined that the Software is non-conforming and that such nonconformity is not a result of Customer’s conduct or use of the Software otherwise than in accordance with the Documentation.

6.4. DRB has no responsibility for Claims based, in whole or part, on use of a non-current version or release of Software when a Claim could have been avoided by using a current version or release.

7. Maintenance and Support Unless otherwise specified in writing on an Order Form, Customer assumes responsibility for installation of the Software. As of the lapse of the warranty period, DRB shall make available to Customer maintenance and support services, available at DRB then-prevailing rates and subject to DRB’s Maintenance and Support Agreement.

8. Exclusions TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRB MAKES NO WARRANTIES WITH RESPECT TO THIRD-PARTY MATERIALS AND DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE ENSURES CUSTOMER’S COMPLIANCE WITH APPLICABLE LAWS OR REGULATIONS. CUSTOMER ACKNOWLEDGES IT IS SOLELY RESPONSIBLE FOR CUSTOMER’S COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS INCLUDING BUT NOT LIMITED TO PAYMENT CARD INDUSTRY STANDARDS AND/OR PRIVACY LAWS AND REGULATIONS.