

CODESCENE EXTERNAL USE ADDENDUM

Updated: May 8th 2024

This addendum (the "External Use Addendum") covers the Customer's use of the Products & Services where such use involves third-party organisations ("3rd Party Organisation(s)") as defined below. The External Use Addendum serves as an addendum to the Agreement already concluded between the Customer and the Vendor. In case of conflict with any other parts of the Agreement, this addendum shall take precedence.

1. Purpose

- 1.1. The Products & Services are intended to be used by the Customer for internal business purposes ("Internal Use"), and not for external purposes ("External Use"), unless otherwise agreed with the Vendor.
- 1.2. By signing this External Use Addendum, the Vendor authorises the Customer to use the Products & Services for External Use as long as such usage is in compliance with the external use obligations set out in this External Use Addendum.

2. 3rd Party Organisation

- 2.1. A 3rd Party Organisation describes any organisation, company or entity that is legally separate from the Customer.

3. External Use

- 3.1. External Use is used to describe any and all of the following situations:
 - 3.1.1. the Customer makes the Products & Services available to a 3rd Party Organisation, &/or
 - 3.1.2. the Customer installs the Products & Services in the IT environment of a 3rd Party Organisation, &/or
 - 3.1.3. the Customer provides Input from &/or Output to a 3rd Party Organisation.

4. External Use Obligations

- 4.1. If the Customer uses the Products & Services for External Use, the following obligations apply:
 - 4.1.1. Installation of the Products & Services must be carried out in conformity with the Documentation.
 - 4.1.2. All usage of the Products & Services must be in conformity with the Terms.
 - 4.1.3. The Products & Services must be presented to the 3rd Party under the CodeScene brand. For the sole purpose of facilitating compliance with this obligation, the Vendor grants the Customer the right to use the Vendor's name and applicable logo(s) during the term of the Agreement, in accordance with the Vendor's guidelines.
 - 4.1.4. The Products & Services may not be re-branded or otherwise white-labelled unless the Customer has entered into a white label agreement ("White Label Agreement") with the Vendor.

5. Liabilities & Rights

- 5.1. Any and all liabilities towards the 3rd Party Organisation related to use of the Products & Services are assumed by the Customer. Such liabilities are not assumed by the Vendor. The Customer is liable for all acts and omissions of the 3rd Party Organisation.
- 5.2. The Vendor's liabilities in relation to the Products & Services are governed by the Terms, and such liabilities exist only towards the Customer, not towards the 3rd Party Organisation. For the purpose of enforcing the Vendor's rights under the Terms, the 3rd Party Organisation shall be considered as the Customer where applicable.
- 5.3. For the avoidance of doubt, this External Use Addendum does not modify in any way the undertakings in the Generic Terms regarding infringement of intellectual property rights.

The Vendor		The Customer	
Date:		Date:	
Place:		Place:	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	