

**WWW.HATCHORACLE.BLUE  
END USER LICENSE AGREEMENT (“EULA”)**

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE PLATFORM, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON THE WEBSITE AT WWW.HATCHORACLE.BLUE (AS MAY BE RELOCATED BY HATCH FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND HATCH OR THE APPLICABLE HATCH AFFILIATE (“HATCH”). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ENGAGE WITH THE PLATFORM OR INSTALL THE ASSOCIATED SOFTWARE. IF YOU WISH TO USE THE PLATFORM AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO. IN THE EVENT YOU ARE REDIRECTED TO ANY THIRD PARTY WEBSITE (INCLUDING HATCH’S WEBSITE), YOU AGREE THAT YOUR USE IS SUBJECT TO ANY TERMS OF SERVICE POSTED THEREON ALSO. HATCH MAY MODIFY THIS AGREEMENT AS SET FORTH IN SECTION 13.18 (MODIFICATIONS TO THIS AGREEMENT).

This End User License Agreement (“**Agreement**”) is between Hatch and the end user (individual or entity) that has received an access key and created an account or otherwise procured access to the licensed Platform (as defined below) for use as an end user (“**you**”). This Agreement applies only to the Platform and Professional Services, as referenced herein.

**1. Definitions**

Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with you. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of your voting interests.

Authorized User: means those licensed uniquely identified individuals who are authorized by you to install and/or use the Platform regardless of whether those individuals are actively using the Platform at any given time. Licenses granted on an Authorized User basis may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf.

Customer Data: means data generated by you or your Authorized User and used by or imported into the Platform.

Documentation: means any supporting product help and technical specifications documentation provided by Hatch within the Platform to you. Documentation does not include white papers, community forums, training videos, tutorials, Knowledge Base articles or other similar resources which may be made available for your convenience.

Data: means the data or information, in whatever form including images, still and moving, and sound recordings, the provision of which is comprised or delivered within the Platform (wholly or in part);

Effective Date: means the date of entry into of this Agreement/EULA.

Hatch Blue Accelerator: means the sustainable aquaculture, technological innovation and venture capital accelerator designed and run by Hatch.

Innovation Services: means the bespoke, innovative and multi-tiered aquaculture programs, services and supports designed and developed by Hatch.

License Term: means the Platform license term a) specified from time to time, or b) in the case of Portfolio Companies the duration of their engagement as Portfolio Companies in the Hatch Blue Accelerator, c) in respect of commercial engagements for the duration of the period for which Innovation Services are being provided by Hatch. The License Term may be a fixed term or a limited term, for the avoidance of doubt there is no perpetual licence to the Platform or any attendant rights arising therefrom.

Portfolio Company: means participants in the Hatch Blue Accelerator.

## **2. License.**

- 2.1. Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term and Termination), during the applicable License Term, Hatch grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted), non-exclusive license to use the Platform for which you have been issued a Product Key by Hatch or an Authorized Partner, but only in accordance with: (a) the Documentation; (b) the restrictions in this EULA; and (c) the number of Authorized Users, on the platforms and configurations or any other restrictions mutually agreed upon by you and an Authorized Partner. You may allow your Contractors and Affiliates to use the Platform in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their acts or omissions were your own.
- 2.2. License Restrictions. As a condition of your license, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Platform or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Platform by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Platform, (or any portion thereof) for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Platform or its attendant software; (d) modify any part of the Platform, create a derivative work of any part of the Platform or incorporate the Platform, or its attendant software into or with other software, except to the extent expressly authorized in writing by Hatch or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Platform; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Hatch in connection with the Platform, or use the Platform together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Hatch or through an Authorized Partner; (g) use the Platform to develop a product which is competitive with any Hatch service offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Hatch in writing; (i) as applicable to User-Based licenses, enable access to the Platform for a greater number of Authorized Users than the sum quantity of licenses permitted by Hatch; (j) as applicable to User-Based licenses, reassign license rights between Authorized Users so

frequently as to enable a single license to be shared between multiple users; (k) assert, nor will you authorize, assist or encourage any third-party to assert, against Hatch or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any software or the Platform or Professional Services you have purchased or used hereunder.

### **3. Third Party Software Products.**

3.1. Third Party Software Products: In order to utilise the full capacity of the Platform, you must engage with certain third party software products. The terms of such products will be binding on you and will be available from such sources. Hatch does not endorse any third party websites/applications/platforms that can be accessed via the Platform or that may facilitate access to the Platform, nor does the fact that we provide a link to such third party websites/applications/platforms mean that we are affiliated with those websites, their owners or sponsors. We only provide these links for the convenience of users of the Platform, and the inclusion of any link, interface or protocol does not imply endorsement by Hatch of the website/application /platform or any association with its operators.

3.2. Usage Metrics. Your license to use the Platform will be subject to either User-Based restrictions, as identified in the Documentation and on registration. For the avoidance of doubt, not all usage metrics are applicable to the entire Platform. The total count of Authorized Users enabled to use the Platform must not exceed the number of licenses purchased or received by you from Hatch. Your access to "User-Based" licenses may be further specified by Hatch on engagement with the Platform, and the technical capabilities available to each Authorized User shall be as set forth accordingly, including the specific user access availability level or authority to view, print, save and so forth.

**4. Ownership.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Hatch and its licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Platform and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Platform and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

**5. Payment.** Where applicable you shall pay all fees associated with the Platform and any Innovation Services purchased in conjunction with access to the Platform. All payments shall be made in the currency notified to you within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Hatch will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Hatch hereunder, you will provide Hatch with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

### **6. Term and Termination.**

6.1. Term of License. Unless sooner terminated as provided herein, your license to the Platform expires at the end of the applicable License Term. License Terms may be renewed as otherwise mutually agreed by the parties.

- 6.2. Term of Agreement. This Agreement commences on the Effective Date and expires at such time as all License Terms and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Hatch may terminate this Agreement and the software license(s) (including termination of the software license(s) if this Agreement has already expired or has been terminated) immediately upon any breach of any license restrictions set out herein; (b) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (c) if the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Unless otherwise specified herein, termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- 6.3. Termination. Upon any expiration or termination of this Agreement, you shall cease any and all use of any software, destroy all copies thereof and so certify to Hatch in writing, and immediately pay any outstanding fees due hereunder.
- 6.4. Survival. All sections to this agreement which by their nature are intended to survive the Term, shall survive any termination or expiration of this Agreement.

## **7. Disclaimer.**

- 7.1. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, INCLUDING WITHOUT LIMITATION THE MAPS AND THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER HATCH NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO A WARRANTY PERIOD OF 30 DAYS FROM THE DATE OF FIRST ACCESSING THE PLATFORM.

## **8. Limitation of Remedies; Indemnification and Damages.**

- 8.1. BUT FOR: (A) EITHER PARTY'S BREACH OF SECTION 9.1 (USE OF CONFIDENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 2.2 (LICENSE RESTRICTIONS), OR (B) DAMAGES ARISING OUT USE OF THE PLATFORM, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 8.2. BUT FOR: (A) EITHER PARTY'S BREACH OF SECTION 9.1 (USE OF CONFIDENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 2.2 (LICENSE RESTRICTIONS). EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM, OR (II) US\$10,000. IN THE CASE WHERE NO AMOUNT WAS PAID

FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, HATCH AND ITS LICENSORS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED USD\$100.

- 8.3. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- 8.4. Hatch Indemnification: Hatch shall defend you from and against any claim by a third party alleging that the Platform when used as authorized under this Agreement infringes patent, copyright, or trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed in settlement by Hatch (including reasonable attorneys' fees) resulting from such claim, provided that Hatch shall have received from you: (a) prompt written notice of such claim (but in any event notice in sufficient time for Hatch to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (c) all reasonably necessary cooperation from you. If your use of the Platform is (or in Hatch's opinion is likely to be) enjoined, if required by settlement or if Hatch determines such actions are reasonably necessary to avoid material liability, Hatch may, in its sole discretion: (i) substitute for the Platform substantially functionally similar programs and documentation; (ii) procure for you the right to continue using the Platform; or if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and refund to you any prepaid, unused license fees for the duration of the then-current License Term. The foregoing obligations of Hatch shall not apply: (1) if the Platform or its attendant software is modified by any party other than Hatch, but solely to the extent the alleged infringement is caused by such modification; (2) if the software of the Platform is combined with products or processes not provided or authorized by Hatch, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Platform; (4) to any Third-Party Code contained within the software of the Platform; or (6) if you settle or make any admissions with respect to a claim without Hatch's prior written consent. THIS SECTION 8 SETS FORTH HATCH'S AND ITS LICENSORS' SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.
- 8.5. Indemnification by You. Subject to this Section 8, you shall defend Hatch from and against all claims by third parties (including Contractors) resulting from or relating to: (a) any breach by you in your use of the Platform, and shall indemnify and hold Hatch harmless from and against any damages and costs awarded against Hatch or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Hatch: (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from Hatch. You may not settle any such claim relating to the Platform without Hatch's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

## **9. Confidential Information.**

- 9.1. Confidentiality: You acknowledge and agree that your relationship with the Platform is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any ideas, feedback, suggestions or comments does not place Hatch in a position that is any different from the position held by members of the general public, including with

regard to ideas, feedback, suggestions or comments provided by you. None of your ideas, feedback, suggestions or comments will be subject to any obligation of confidence on the part of Hatch, and Hatch will not be liable for any use or disclosure of any ideas, feedback, suggestions or comments you provide, subject at all times to the terms of the Privacy Policy.

9.2. Privacy Policy: Your use of the Platform, is subject to the Hatch Privacy Policy, a current version of which is available here: <https://www.hatchoracle.blue/privacy>.

## 10. General.

- 10.1. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld, conditioned or delayed); provided, however, either party may assign this Agreement in its entirety, without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- 10.3. Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of Ireland. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Ireland. Nothing in this section shall restrict Hatch's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.
- 10.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 10.5. Notices and Reports. Any notice or report hereunder shall be in writing or in electronic format. If to Hatch by mail, such notice or report shall be sent to Hatch at 7/8 Liberty Street, Cork, Ireland to the attention of "Legal Department". If to Hatch by email, such notice or report shall be sent to: [info@Hatch.blue](mailto:info@Hatch.blue). If to you, such notice or report shall be sent to the mailing or email address you provided upon placing your order. Notices and reports sent by mail shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) two days after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same provided evidence of a read receipt is made available.
- 10.6. Amendments; Waivers. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. All conflicting terms in any purchase order or

other business form employed by you, including any electronic invoicing portals, vendor registration processes, or forms related to individuals being on your premises for Professional Services, are void, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

- 10.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by Hatch for use of the Platform, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.
- 10.8. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 10.9. Audit Rights. Upon Hatch's written request, you shall certify in a signed writing that your use of the Platform is in full compliance with the terms of this Agreement (including any User-Based limitations) and provide a current list of Authorized Users for User-Based licenses. With reasonable prior notice, Hatch may audit your use of the Platform and compliance with this Agreement, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to or use of the Platform in a manner that is not permitted under this Agreement, then Hatch may terminate this Agreement and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Hatch may be entitled to under this Agreement and applicable law.
- 10.10. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as pandemic, strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
- 10.11. Hatch's Customer List. You agree that Hatch may disclose you as a customer of Hatch and use your name and logo on Hatch's web site and in Hatch's promotional materials.
- 10.12. Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.
- 10.13. Modifications to this Agreement. Hatch may modify this Agreement from time to time by giving notice to you through Hatch's online user interfaces. Unless a shorter period is specified by Hatch (e.g. due to changes in the law or exigent circumstances), the modifications become effective upon renewal of your current License Term or entry into a new Ordering Document. If Hatch specifies that the modifications to the Agreement will take effect prior to your next renewal or order and you notify Hatch in writing at info@Hatch.blue of your objection to the modifications within thirty (30) days after the

date of such notice, Hatch (at its option and as your exclusive remedy) will either: (a) permit you to continue under the existing version of the Agreement until expiration of the then-current License Term (after which time the modified Agreement will go into effect) or (b) allow you to terminate this Agreement and receive a refund of any pre-paid fees allocable to the terminated portion of the applicable License Term. You may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Platform, and, in any event, continued use of the Platform after the modified version of this Agreement becomes effective will constitute your acceptance of such modified version.