GOLDJAXE L.L.C-FZ

Licensor and service provider
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GOLDJAXE

SOFTWARE LICENSE AND IT AMC

No. LIC-FZ-2026-1008

TERMINAL GOLDJAXE · YOUR PERIMETER · VERSION 2.2 · 16 OCTOBER 2026

Your hardware, your keys, your log — our software, methodology and support

GOLDJAXE L.L.C-FZ licenses Terminal GOLDJAXE for installation on the Customer's hardware and supports it under an annual IT AMC, paid in advance. The hardware and the data belong to the Customer, and GOLDJAXE answers for its software within the limits of the Terms. Open-source components keep their own licences, listed in the NOTICE file. Fees, seats and the support plan are set in the **Order Form**

CUSTOMER

The Customer named in the Order Form

Licensee
Owner of the hardware where the Terminal runs

TERM	CRITICAL RESPONSE	HANDOVER	FEES
12 months	1 hour in Business Hours	5 working days	in advance

Contents

Sections 1–6 form the Software License (Your Perimeter): the licence, the methodology, open-source components, the Customer Environment and implementation. Sections 7–11 form the IT AMC Agreement: scope, response times, remote access, updates and term. Section 12 applies to both, and Section 13 lists what the Order Form sets

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This Software License (Your Perimeter) and IT AMC Agreement (these **Perimeter Terms**) is made between GOLDJAXE L.L.C-FZ, a limited liability company licensed in Meydan Free Zone, Dubai, United Arab Emirates, under Trade License No. 2654905.01, with its registered address at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E. (**GOLDJAXE**), and the customer named in the Order Form (the **Customer**). Sections 1 to 6 form the **Software License (Your Perimeter)** and Sections 7 to 11 form the **IT AMC Agreement** referred to in the Terms of Service for Business, version 2.2 (the **Terms**); Section 12 applies to both. These Perimeter Terms govern the installation of Terminal GOLDJAXE on hardware owned or controlled by the Customer (**Your Perimeter**) and its support, and form part of the Agreement defined in the Terms.

01

Definitions and precedence

1.1 Terms of the Agreement — Capitalised terms that these Perimeter Terms do not define have the meanings given to them in the Terms, including Account Key, Acceptable Use Policy, Agreement, Authorised User, Auto Top-up, Brigade, Credit Pool, Credits, Customer Content, Customer Deployment, Customer Key, DPA, End User, GOLDJAXE Materials, GOLDJAXE Model, GOLDJAXE OS, Model, Model Provider, Model Router, Open Model, Order Form, Paid Period, Price List, Provider Terms, Registry, Service, Site, Third-Party Model and Usage Data.

1.2 Definitions — In these Perimeter Terms:

Business Hours are 9:00–18:00 Dubai time on business days. A **business day** and a **working day** are a day from Monday to Friday, excluding public holidays in the United Arab Emirates.

Customer Environment is the hardware, operating system, virtualisation, network and premises where the Software runs, as named in the Order Form.

Documentation is the user and administration documentation of GOLDJAXE for the Software, including the minimum hardware requirements.

Methodology is the Brigades and the GOLDJAXE methodology delivered with the Software, including their instructions, prompts, skills, workflows, templates, review protocols and configurations.

Software is the Service in installable form for Your Perimeter: the interface under the Terminal GOLDJAXE brand, GOLDJAXE OS, the Model Router and the administration console, together with the open-source components it includes and all Updates.

Support Term is the period for which the Order Form includes the IT AMC.

Updates are security patches, fixes and new releases of the Software and of installed Brigade packs.

1.3 Precedence — Section 1.4 of the Terms sets the order of precedence of the documents of the Agreement. For their subject matter, these Perimeter Terms prevail over the Terms, and the Order Form cannot relax the Acceptable Use Policy or any Provider Terms.

02

Licence

2.1 Grant — Subject to the Agreement and payment of the fees, GOLDJAXE grants the Customer a non-exclusive, non-transferable licence, without the right to sublicense, for the licence term, to install and run the Software on the Customer Environment and to let Authorised Users use the Software and the Methodology through the interface of the Software, solely for the Customer's internal business purposes and for Customer Deployments that the Agreement permits.

2.2 Copies — The Customer may make the copies needed to run the installations named in the Order Form and one copy for backup and disaster recovery.

2.3 Seats — Each seat is assigned to one named Authorised User and may be reassigned when that user leaves the Customer or changes role.

2.4 Affiliates — The Customer's affiliates may use the Software only if the Order Form names them, and the Customer is responsible for them.

2.5 Licence term — The licence starts on the start date in the Order Form and runs for the term of the Order Form, including renewals.

2.6 Configurations — Configurations and customisations that GOLDJAXE creates for the Customer form part of the GOLDJAXE Materials, unless the Order Form states otherwise.

2.7 GOLDJAXE Model — The GOLDJAXE Model becomes available in Your Perimeter on the licence terms stated for it in the Registry and the Order Form.

2.8 Licence keys and reporting — The Software uses licence keys and reports to GOLDJAXE its licence status and the Usage Data described in section 7.8 of the Terms. The Customer does not block, alter or circumvent this reporting. Where an installation must run without a connection to GOLDJAXE, the Order Form states the offline licensing method.

2.9 Licence verification — Once in any 12 months, on 10 days' notice, GOLDJAXE may verify the number of installations, seats and users of the Software, remotely or through a report that the Customer certifies. If the verification shows use beyond the Order Form, the Customer pays for that use at the Price List from its start and, where the excess exceeds 5%, also the costs of the verification.

2.10 Nature of these terms — Sections 2, 3 and 11.6 set the scope of the licence of intellectual property rights in the Software and the Methodology, its restrictions and its termination.

03

Methodology and restrictions

3.1 Confidential know-how — The Methodology is Confidential Information of GOLDJAXE under sections 9.3 and 16 of the Terms and a trade secret of GOLDJAXE, protected for as long as section 16.3 of the Terms provides. In

Your Perimeter it is delivered only for use through the interface of the Software.

3.2 Restrictions — The Customer must not, and must not allow anyone to:
(a) copy, export, extract, print, photograph, transcribe or disclose the Methodology, in whole or in part, by any means, including by asking the Software or an agent to reveal or reproduce its instructions, by reading the files, databases or configurations of the Software, or by automated means;
(b) use the Methodology, or anything derived from it, outside the Software, or to build, train, tune or improve any other product, agent or model;
(c) reverse engineer, decompile or disassemble the Software, or otherwise try to derive its source code, prompts or internal logic, except to the extent that the applicable law expressly permits this despite this restriction;
(d) sublicense, sell, resell, rent, lease, lend, distribute or host the GOLDJAXE Materials for third parties, or make them available to anyone other than Authorised Users and End Users of permitted Customer Deployments, including as a service bureau or managed service;
(e) modify, translate or create derivative works of the GOLDJAXE Materials, other than configuration through the administration functions;
(f) remove or alter any proprietary notice, the NOTICE file, licence keys or branding; or
(g) circumvent licence keys, seat limits, Credit metering, usage limits, licence reporting, security or any other technical protection.

3.3 Administrators — The Customer's administrators may have technical access to the files of the Software in the Customer Environment. That access is for operating the installation and gives no right to read, copy or use the Methodology for any other purpose.

3.4 Personnel and contractors — Section 5.2 of the Terms applies, and the Customer also ensures that its administrators and contractors comply with this section.

3.5 Status of a breach — A breach of this section is a breach of sections 6.2 and 9.3 of the Terms. The Customer's liability for it is unlimited, as section 14.6 of the Terms provides. GOLDJAXE may suspend the licence

keys of the affected installation without notice and may terminate the Agreement or any Order Form by notice with immediate effect under section 17.3(a) of the Terms.

3.6 Notice — The Customer informs GOLDJAXE promptly of any actual or suspected breach of this section and helps to stop it.

04

Open-source components and models

4.1 NOTICE file — Section 9.4 of the Terms applies. The NOTICE file is delivered with each installation and lists every open-source component of the Software with its licence and copyright notices.

4.2 Open Models — GOLDJAXE installs and configures Open Models in the Customer Environment at the Customer's request. Their licences are stated in the Order Form or in the NOTICE file of the deployment, and the Customer complies with them under section 4.7 of the Terms.

4.3 Third-Party Models — Third-Party Models are available in Your Perimeter under section 4 of the Terms, through the accounts of GOLDJAXE or through a Customer Key under section 3.4 of the Terms.

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Customer Environment and data

5.1 Customer's hardware — The Customer provides, owns and is responsible for the Customer Environment: the hardware, operating system, virtualisation, network and internet connection, power and cooling, physical security, and backups of the environment unless the Order Form gives them to GOLDJAXE. The Customer also holds the licences for third-party software it runs. The Documentation and the Order Form state the minimum requirements.

5.2 Responsibility of GOLDJAXE — GOLDJAXE is responsible for the Software and its own services. The performance and failures of the Customer Environment, third-party software and services, and the availability of Third-Party Models are outside the responsibility of GOLDJAXE, as sections 4.8 and 14.5 of the Terms provide.

5.3 Customer Content — Customer Content stays in the Customer Environment under the Customer's control. The Software reports to GOLDJAXE the licence status and Usage Data under Section 2.8, as needed to verify seats, meter Credits and deliver Updates. Customer Content reaches GOLDJAXE only as the DPA describes.

5.4 Cooperation — The Customer gives GOLDJAXE the information, access and cooperation needed for installation and support, under the remote access rules in Section 9.

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Implementation

6.1 Scope — The Order Form sets the scope, schedule and fee of the implementation, and the fee is paid in advance under section 10.2 of the Terms. GOLDJAXE installs and configures the Software and the Brigade packs named in the Order Form remotely, through access that the Customer opens. Any work on site is done by the Customer's technician or vendor, guided by the engineer of GOLDJAXE.

6.2 Acceptance — GOLDJAXE notifies the Customer when the installation is complete. Within 5 working days after that notice, the Customer runs the acceptance checks in the Order Form and reports any material non-conformity in writing; otherwise the installation is accepted. Use of the installation in production also constitutes acceptance. GOLDJAXE corrects the reported non-conformities and notifies the Customer again, and the same period applies.

07

IT AMC · scope

7.1 What is included — During the Support Term GOLDJAXE provides for the licensed installation:
(a) a help desk for the Customer's administrators and, if the Order Form says so, for Authorised Users, working remotely;
(b) Updates and their installation under Section 10;
(c) incident handling within the response times in Section 8;
(d) configuration requests: Models, channels, Model Router rules, roles and settings;
(e) joiners and leavers: accounts and seats for new users, and removal of a leaver's access on the same business day the Customer tells GOLDJAXE;
(f) restore tests of the backups of the Software, where the Order Form includes backups;
(g) a written monthly report under Section 7.3; and
(h) engineer hours up to the number in the Order Form.

7.2 What sits outside the IT AMC — Unless the Order Form includes them: the hardware and its repair; operating systems and networks beyond what the Software needs; third-party software; projects such as migrations, new installations, integrations, custom development and new Brigade packs, each under its own fixed quote; on-site work, which the Customer's technician or vendor does, guided by the engineer of GOLDJAXE; work outside Business Hours, by agreement and at the rate in the Order Form; and issues caused by changes the Customer makes, by an unsupported version or by an outage of a Third-Party Model.

7.3 Monthly report — By the 5th of every month GOLDJAXE sends a one-page report covering the tickets and response times, the Updates installed or held back with the reasons, the last restore test where included, every remote session, and the decisions needed from the Customer.

7.4 Extra hours — Hours beyond the Order Form are billed at the rate in the Order Form, and only with the Customer's approval in writing, including by email or chat.

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IT AMC · response times

8.1 Business Hours and priorities — Support runs in Business Hours, as defined in section 1.2. GOLDJAXE handles each ticket at its priority as follows.

PRIORITY	WHAT IT MEANS	ENGINEER RESPONDS	TARGET FIX TIME
Critical	The Software is down for all users, or a security incident affects it	1 hour in Business Hours	4 business hours
High	Several users cannot work: signing in, a Brigade or a model route fails without a workaround	1 business hour	8 business hours
Normal	One user, one device or one minor function is affected	As in the Order Form; 4 business hours if not stated	1 business day
Request	A new user, a role, a setting or a Model Router rule	Next business day	2 business days

8.2 What a response means — A response means that an engineer has picked up the ticket. Response times run in Business Hours. On Critical tickets the Customer receives a status update every business hour until the ticket is closed. Response times are a commitment of GOLDJAXE; fix times are targets, and GOLDJAXE reports on them every month. No service credit, refund or penalty applies to response or fix times unless the Order Form states it.

8.3 Tickets — The Customer raises tickets through the channels in the Order Form and assigns a priority; GOLDJAXE may change it and gives its reasons. The clock for a response or fix time stops while GOLDJAXE waits for access or information from the Customer.

8.4 Events outside the control of GOLDJAXE — Response and fix times do not apply to failures of the Customer Environment, to outages or suspensions of Third-Party Models, or to events under section 19.3 of the Terms.

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IT AMC · remote access

9.1 By request — GOLDJAXE connects to the Customer Environment only for a ticket the Customer has raised, and only when the Customer opens access for that ticket.

9.2 The Customer's tool — The remote access tool is licensed to the Customer's company, and every engineer of GOLDJAXE has an individual login.

9.3 Named engineers — Only engineers of GOLDJAXE named to the Customer in writing may connect. GOLDJAXE updates the list in writing when it changes.

9.4 Log and control — Every session is logged with its date, time, engineer, system, duration and ticket, and is listed in the monthly report. The Customer can revoke access in one step at any time.

9.5 Data during sessions — Engineers access only what the ticket requires. They copy Customer Content out of the Customer Environment only where the ticket requires it and the Customer agrees; any such copy is processed under the DPA and deleted within the periods in section 12.4 of the DPA.

9.6 Requests outside a ticket — GOLDJAXE asks for access only through a ticket. The Customer treats any other request for access as unauthorised and reports it to GOLDJAXE.

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IT AMC · updates

10.1 Included — Updates are included during the Support Term. New Brigade packs and new modules are offered under the Order Form.

10.2 Installation — GOLDJAXE announces each Update and installs it through access the Customer opens, at an agreed time. Security Updates are installed as soon as practicable. Updates held back, and the reasons, are listed in the monthly report.

10.3 Supported versions — GOLDJAXE supports the current release and the previous major release. Issues caused by declining a security Update are outside the response times.

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Term, renewal and end

11.1 Term — The licence and the IT AMC run for the term in the Order Form, which is 12 months unless it states otherwise, and are paid in advance for each billing period in the Order Form, which is annual unless it states otherwise.

11.2 Renewal — As section 17.1 of the Terms provides, the Order Form renews for the same term unless either party gives notice of non-renewal at least 30 days before the end of the current term.

11.3 Fees on renewal — Each renewal term is charged at the Price List in effect on its first day, as section 10.11 of the Terms provides. If the Customer does not accept the renewal fees, its sole remedy is notice of non-renewal under section 17.1 of the Terms.

11.4 Early exit — If the Customer ends the Order Form before the end of its term other than under section 17.2 of the Terms, or GOLDJAXE terminates the Agreement or the Order Form under section 17.3 of the Terms, the fees

for the rest of the term become due immediately, as section 17.6 of the Terms provides.

11.5 Handover — Within 5 working days after the end, GOLDJAXE hands over to the Customer the administrator accounts of the installation, the log of support sessions and any backups of Customer Content that GOLDJAXE holds, and, once all amounts due are paid, its configuration documentation. Customer Content stays on the Customer's hardware throughout.

11.6 GOLDJAXE Materials at the end — When the licence ends, the Customer stops using the Software and the Methodology, and the licence keys stop working. Within the same 5 working days, GOLDJAXE removes or disables the GOLDJAXE Materials through access the Customer opens, or the Customer removes them and confirms this in writing. The Customer may export Customer Content before removal. Open-source components may stay under their own licences.

11.7 Survival — Sections 2.9, 3, 11.4 to 11.7 and 12 survive the end of the Order Form, in addition to the provisions listed in section 17.7 of the Terms.

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Fees, warranty and other terms

12.1 Fees — Section 10 of the Terms applies. The Order Form sets the fees for the licence, seats, Credits, Brigade packs, the implementation and the IT AMC, and the rate for extra hours under Section 7.4. The Order Form states the licence fee separately from the fees for services performed by people.

12.2 Late payment — Where an amount is unpaid when due, GOLDJAXE may, without notice, suspend support, Updates and the licence keys under section 10.15 of the Terms. Customer Content stays on the Customer's hardware during any suspension.

12.3 Withholding — In some countries, including the Kingdom of Saudi Arabia, payments for the licence may be treated as royalties and payments for the implementation and the IT AMC as fees for services for withholding tax purposes. Section 10.18 of the Terms applies to both.

12.4 Warranty — The Software is provided "as is" under section 12 of the Terms. During the Support Term, the sole obligation of GOLDJAXE for a defect of the Software installed in a Customer Environment that meets the Documentation is to use commercially reasonable efforts to correct it under the IT AMC.

12.5 Terms that apply — Sections 11 (suspension), 13 (indemnity), 14 (limitation of liability), 15 (sanctions and export controls), 16 (confidentiality), 18 (governing law and disputes) and 19 (general) of the Terms apply to these Perimeter Terms.

12.6 Urgent relief — Under section 18.5 of the Terms, GOLDJAXE may apply to any court of competent jurisdiction for interim relief to protect the GOLDJAXE Materials, including in the country where the Customer Environment is located.

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What the Order Form sets

ITEM	WHAT THE ORDER FORM STATES
Parties	The Customer's legal name, registration, address, tax registration and contacts; the contacts of GOLDJAXE
Customer Environment	Where the Software is installed, the number of installations and any offline licensing method
Seats and term	The number of seats, the start date, the term and the billing period
Credits	The Credit Pool for all Models, Auto Top-up and the overage rate; whether the Customer uses Customer Keys
Brigade packs	The industry Brigades included
Models and channels	The Models enabled at the start, with the channel and region for each
Implementation	Scope, schedule, acceptance checks and fee
IT AMC	The support plan: Normal response time, engineer hours, backups and restore tests where included, and the fee
Engineers and channels	The engineers named for remote access and the channels for tickets
Components hosted by GOLDJAXE	The components the installation uses, such as methodology, licence or update services
Fees and payment	Separate lines for the licence and for services performed by people, the currency, the payment method and the fixed fees
Taxes	The Customer's tax information and the countries of its Authorised Users
Special terms	Any provision that expressly overrides these Perimeter Terms, signed by GOLDJAXE

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Signatures

Signed by the authorised representatives of the parties. Each signatory confirms that it is authorised to bind its party to the Agreement, including the dispute resolution provisions in section 18 of the Terms.

	GOLDJAXE L.L.C-FZ	CUSTOMER
Legal name	GOLDJAXE L.L.C-FZ	[legal name]
Registration	Trade License No. 2654905.01, Meydan Free Zone	[registration number]
Registered address	Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.	[registered address]
Signatory	[name], authorised signatory	[name and title]
Signature	_____	_____
Date	_____	_____

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