

NEXT4BİZ SOFTWARE LICENSE AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT

This Software License Agreement (hereinafter referred to as the "Agreement") is drawn up and executed between the following Parties under the terms and conditions set out below:

1.1. NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ (hereinafter referred to as "NEXT4BİZ")

Address: Sahrayı Cedit Mahallesi Halk Sokak No: 40/4 34734 Kadıköy, İSTANBUL

1.2. _____ A.Ş.

(hereinafter referred to as the "Customer")

Address: _____

Unless otherwise specifically regulated below, the Parties' authorised e-mail addresses for communication are as follows:

NEXT4BİZ: tamer.gulce@next4biz.com, kamil.tugcu@next4biz.com,
elifnur.guner@next4biz.com

CUSTOMER: _____

In this Agreement, NEXT4BİZ and the Customer shall be referred to individually as a "Party" and jointly as the "Parties".

ARTICLE 2. SUBJECT OF THE AGREEMENT

This Agreement determines the mutual rights and responsibilities of the Parties and sets the terms to grant the Customer a license to use the software product and applications for the duration of this Agreement in exchange for the agreed prices and fees.

ARTICLE 3. DEFINITIONS

Unless otherwise expressly stipulated herein, the following terms shall have the meanings assigned to them below in this Agreement:

“Product”: The packaged software program (Off-the-shelf software) that is a customer-oriented holistic business process management software bearing the NEXT4BIZ trademark. Depending on the selected commercial model, the Product is used either by providing online access via the internet to the Next4biz shared cloud SaaS platform, or by providing online access via the internet to the Product installed on servers dedicated to the Customer. The Product is made available to the Customer on an “as is” basis as described on the website at <https://www.next4biz.com/next4biz-home.html>

“User”: The Customer’s employee or any person working within the Customer’s operations and internal processes who is authorised by the Customer and has been provided with a username and password by the Customer and is permitted by NEXT4BIZ to use the relevant Product. For use by tools other than a User, such as “Robot/RPA/Automatic Processor”, “Artificial Intelligence”, or “use via API”, a specific license must be obtained for such tools. Use via API is a separate user account reserved solely for access through defined API endpoints by means of system integrations or third-party applications.

“License”: The right of use (non-exclusive license) granted to the Customer in respect of the Product for the duration of the Agreement, subject to the terms and conditions of this Agreement.

ARTICLE 4. GENERAL PROVISIONS ON THE LICENSE

4.1. The Products licensed to the Customer, the number of licenses, and the fees under this Agreement are set out in the Customer Order Form in Annex 1 of the Agreement.

4.2. Under this Agreement, the Customer is granted a user license for the Products specified in Annex 1 for the term of validity of the Agreement. The time-limited right of use allocated to the Customer is subject to the condition that it shall be used solely in the Customer’s own processes. Any type of license obtained for use of the Products (whether for natural persons or for robots/automatic processors/artificial

intelligence or similar, as per the specific license acquired) may not under any circumstances be used by any other method or tool than that for which such license was granted.

4.3. Use of the Next4biz Product may be provided to the Customer under either the SaaS (software as a service) model or the On-Premises for a limited period of time (leasing) model. The model selected by the Customer is indicated in Annex 1. Should the Customer wish to switch from the selected model to the other model after execution of the Agreement, the Customer shall submit this request in writing (including by way of written message via the authorised e-mail address). NEXT4BIZ shall inform the Customer of the transition conditions, additional costs and process.

4.3.1. Where the Next4biz Product is used under the SaaS model, access to NEXT4BIZ's systems is provided by granting a password to the Customer and establishing an online connection, and is dependent on the Customer providing at its own cost the necessary technical requirements such as computers and internet access. The Customer is obliged to ensure that Users keep their passwords secure, and to take the necessary measures to prevent Users from using the Product in violation of applicable laws and Law No. 6698 on the Protection of Personal Data, and from infringing the rights of others while using the Product.

4.3.2. Where the Next4biz Product is used under the On-Premises for a limited period of time (leasing) model, the Product is installed on the Customer's own computer systems and/or on on-premise or cloud servers under the Customer's management and control, and is used by the Customer. In the on-premise use model, in the event that the Customer exceeds the number of licenses purchased, the Customer shall be obliged, in order to avoid legal risks arising from unlicensed use, to accurately respond from time to time to NEXT4BIZ's reconciliation requests regarding the number of licenses used, and in the event of any license excess, to purchase additional licenses.

ARTICLE 5. PRODUCTS SUBJECT TO THE RIGHT OF USE

5.1. The Product licenses and quantities requested by the Customer and the prices applicable between the Parties are set out in the Customer Order Form in Annex 1. Should the Customer wish to purchase new Product licenses at a date subsequent to the execution of the Agreement, the Customer may purchase such licenses at the

unit license fees shown in Annex 1 as updated according to the inflation rate. The Customer may submit requests for additional licenses via the Next4biz platform, or the Customer's requests for additional Product licenses may be notified via the authorised e-mail addresses specified in Article 1 of the Agreement, and upon the Parties' exchange of mutually confirming e-mail messages, such requests shall become binding between the Parties and be deemed incorporated into the Agreement.

5.2. In the event that, in relation to the Products obtained under this Agreement, the Customer requires services such as training, installation, integration, implementation, adaptation, etc., the Customer may obtain such services separately from NEXT4BIZ or its solution partners. The procurement of the foregoing or any other services is neither a precondition for the use of the Product, nor an annex or integral part of the license agreement. Licenses for other products, applications and platforms that the Customer acquires externally and will use together with the Next4biz Product are not included in the Next4biz license.

5.3. The scope and conditions of maintenance and updating in respect of the Product are available at: <https://www.next4biz.com/legal/Legal-Contracts-Maintenance-And-Update.html>

5.4. When organising e-mail, SMS or mobile communication (push message) campaigns via Next4biz CRM, a maximum of 1,000,000 messages may be sent per day. No new dispatch shall be initiated before completion of the ongoing dispatch. Campaign preparations must be completed one day in advance.

5.5. In order to ensure secure and correct use of the Product on web and mobile platforms, only browsers and versions supported by the Product must be used and no third-party plugins must be used on the browser. Unsupported browser versions or installed plugins may lead to security vulnerabilities and visual or functional errors. The Customer shall be responsible for security vulnerabilities, errors or similar situations arising from such circumstances. Information on supported browsers and versions can be accessed at: <https://www.next4biz.com/legal/Legal-Security-Policies-Information-Security-Framework.html>

ARTICLE 6. PRODUCT LICENSE FEES

6.1. The Customer agrees and undertakes to pay to NEXT4BİZ the Product license fees set out in the Customer Order Form in Annex 1. Product licenses commence at the moment the Customer is notified by e-mail that the Customer's users have been registered/defined on the Next4biz platform. Product license fees are quoted exclusive of VAT and VAT shall be added if it is the case according to the applicable law. The conditions relating to payment of the fees are shown in Annex 1.

6.2. In the event of failure to pay the invoice(s) issued to the Customer on time, a commercial default interest invoice shall be issued for each day of delay in accordance with Article 1530 of the Turkish Commercial Code. If the invoice due date is exceeded by 15 (fifteen) days or more, a delay warning shall be sent to the Customer via the NEXT4BİZ platform. If the entire outstanding balance is not paid within 7 (seven) days following such warning, the Product license provided to the Customer shall automatically terminate. Upon termination of the Product license, the Customer shall be obliged to immediately cease use of the Product.

ARTICLE 7. INTELLECTUAL PROPERTY RIGHTS

7.1. All intellectual property rights to the Products subject to this Agreement and supplied by NEXT4BİZ, including but not limited to their software, source codes, trademarks, patents, know-how, modelling, designs, databases, data flow diagrams, interfaces, Product brochures and pages, algorithms and process management techniques, together with the economic and moral rights thereon, belong to NEXT4BİZ. NEXT4BİZ represents that it is the legal owner of the intellectual rights to all products it offers to the Customer and that it shall be the addressee of any claims and lawsuits that may be brought by third parties against the Customer alleging infringement of intellectual property rights, and it undertakes to hold the Customer harmless from such claims.

7.2. The rights specified in Article 7.1 are not assigned under this Agreement but are only made available for use by the Customer in accordance with the provisions and conditions of the Agreement. The license right granted to the Customer under the Agreement may not in any way be assigned to third parties; no sub-license may be granted, whether by the Customer's employees or by others, to any third natural or legal persons; the Products may not be copied; no changes or interventions may be made to the Products; no reverse engineering or decompilation to source code may

be carried out; and the Products may not be exploited for benefit in a manner contrary to the purpose of the Agreement.

7.3. In the event of termination of the Agreement for any reason whatsoever, the Customer agrees, declares and undertakes to immediately cease use of the Product, and, without the need for any notice, to promptly destroy or return to NEXT4BİZ all training materials, user manuals and any and all digital or printed documents relating to the Product(s) provided to it by NEXT4BİZ.

ARTICLE 8. CONFIDENTIALITY

8.1. The Parties shall treat as "Confidential Information" all technical and commercial information that they learn from each other under or in connection with this Agreement and its annexes or during the performance of the obligations under the Agreement, including but not limited to: product prices, know-how, methods, procedures, techniques, developments, applications, inventions, designs, interfaces, pages, models, any and all information relating to the Customer itself, its employees and its customers (including, in particular, identity and address details), professional information, all kinds of information relating to customers, personal data within the scope of Law No. 6698 on the Protection of Personal Data, technical methods and information that should not be known by competitors, as well as any computer programs, designs, concepts, techniques, processes, methods, systems, circuits, formulae, experimental studies, experimental developments, works in the development phase, software source codes, and installation and software development information belonging to NEXT4BİZ, and any and all written, visual and electronic data relating to the foregoing.

8.2. Each Party is under an obligation to keep the Confidential Information it receives from the other Party with at least the same degree of care it applies to its own confidential information and not to disclose such information to any third party.

8.3. The following shall not be deemed Confidential Information:

8.3.1. Information known to the receiving Party prior to its receipt from the disclosing Party;

8.3.2. Information that was already disclosed and in the public domain prior to its delivery by one Party to the other;

8.3.3. Information that is obtained by a Party from third parties without any confidentiality obligation and by lawful means and that is the same as the Confidential Information;

8.3.4. Information that must be disclosed due to any legal obligation or pursuant to acts of an administrative authority, a judicial authority or a court order.

8.4. The Parties' confidentiality obligations under this Article are not dependent on the validity of this Agreement and shall continue to apply even after termination of the Agreement for any reason whatsoever.

8.5. Personal data produced by the Customer or belonging to its customers and accessed by NEXT4BİZ for the purpose of providing Product licenses within the scope of the Agreement shall not be retained by NEXT4BİZ upon termination of the Agreement for any reason whatsoever; such data shall either be immediately destroyed or, where it is necessary by the nature of the work for such data to be retained, shall be destroyed following expiry of the relevant statutory retention periods. Personal data shall be kept confidential in accordance with Law No. 6698 on the Protection of Personal Data (the "Law") and the relevant legislation, in particular Turkish law, and Next4biz shall take the necessary technical and administrative measures in accordance with Law No. 6698 on the Protection of Personal Data and the relevant legislation in order to prevent unlawful processing of such data and to ensure their retention only for the statutory periods and limited to the purpose of processing.

NEXT4BİZ's data retention and destruction policy can be found at:

<https://www.next4biz.com/legal/Legal-Security-Policies-Data-Retention-And-Destruction-Policy.html>

Next4biz Privacy Policy can be found at: <https://www.next4biz.com/legal/Legal-Security-Policies-privacy-policy.html>

Next4biz Personal Data Protection Commitment can be found at:

<https://www.next4biz.com/legal/Legal-Security-Policies-Commitment-To-The-Personal-Data-Protection-Law-Regulations.html>

8.6. If the Customer uses the Product(s) under the On-Premise Model, the Next4biz software operates entirely on servers and computer systems under the Customer's

control and supervision, and as NEXT4BIZ has no access to such servers and systems, NEXT4BIZ shall not have the capacity of data controller or data processor in respect of personal data to be processed in the Product.

8.7. Where required by the nature of the work, the Customer shall be obliged, in relation to employees or partners such as suppliers to whom it has given Confidential Information and user passwords, to enter into the necessary agreements and to take the necessary administrative and technical measures to ensure the security of such passwords, to ensure their use in line with the purpose of the Agreement, their use in compliance with Law No. 6698 and other applicable laws and in a manner that does not infringe the rights of third parties. The Customer shall be responsible for ensuring that employees or persons such as suppliers whom it authorises to use NEXT4BIZ product licenses comply with the provisions of the "product use agreement". To this end, the Customer shall seek to ensure user awareness by following NEXT4BIZ's announcements regarding information security measures. The issues that the Customer must pay attention to when adapting and using the Next4biz product with respect to the management of personal data are specified at the following link:

<https://www.next4biz.com/legal/Legal-Security-Policies-Important-Notices-on-the-Management-of-Personal-data.html>

8.8. In relation to personal data to be processed in the Product, the Customer, as data controller, shall be responsible for obtaining consent and permission for the sending of commercial electronic communications, for the retention and processing of personal data and for keeping such consents and permissions up to date.

8.9. The Customer shall be responsible for including appropriate disclosures within the cookie, privacy and personal data information texts on its website in order to enable the tracking of digital actions such as browsing by third parties, and viewing and clicking of e-mail content sent by the Customer.

8.10. It is prohibited for the Customer or, upon the Customer's request, by any third party, to conduct penetration, intrusion, IDOR and similar categories of regulatory or flexible security tests, to attempt attacks and reviews under NIST, MITRE, OWASP and similar frameworks and vectors, to perform performance tests, to organise attacks, or to send malicious requests on Next4biz products.

8.11. Any integration between any other system used by the Customer and the Next4biz product, whether by the Customer or, at its request, by a third party, may only be achieved through the API developed by NEXT4BIZ for this purpose. In the event of use of the API, the Next4biz API terms of use set out at <https://www.next4biz.com/legal/Legal-Contracts-Api-Terms-Of-Use.html> shall be deemed accepted by the Customer.

ARTICLE 9. FORCE MAJEURE

9.1. Events that render the performance of a Party's obligations impossible or temporarily prevent such performance, including but not limited to natural disasters, fire, explosions, civil wars, wars, uprisings, civil commotions, declaration of mobilisation, strikes, lockouts and epidemics, interruptions in internet systems, problems arising from internet service providers, technical necessities and breakdowns, acts and transactions of competent authorities, shall be deemed "Force Majeure".

9.2. The Party affected by Force Majeure shall notify the other Party in writing as soon as possible of the situation, its effects and the estimated duration, and shall immediately make the necessary efforts to eliminate the adverse effects of the Force Majeure, to resume performance of its obligations as before and to comply with its undertakings.

ARTICLE 10. TERM OF THE AGREEMENT (LICENSE)

10.1. The license(s) to the Product(s) within the scope of this Agreement is/are granted by Next4biz to the Customer for a period of 1 (one) year (unless a longer period is stipulated in Annex 1).

10.2. Each of the Parties shall have the right to terminate the license at the end of the license term by serving a written notice of termination at least 30 (thirty) days prior to the expiration date of the license period. If the license is not terminated by either Party in this manner, the license term shall automatically be renewed for successive periods of 1 (one) year without any further action.

10.3. In the event that the license terminates in any way, the Customer shall, within 1 (one) week at the latest, either destroy all data stored in the Product files or transfer

them outside the Product files for storage, and shall notify NEXT4BİZ in writing that use of the Product has been discontinued.

10.4. The validity of provisions of this Agreement that by their nature must survive termination of the license, such as confidentiality provisions, shall continue after termination of the license.

ARTICLE 11. LIMITATION OF LIABILITY

NEXT4BİZ's total liability towards the Customer for any and all direct or indirect, negative or positive damages arising from this Agreement shall in any case be limited to the total amount of license fees paid by the Customer to NEXT4BİZ in the last 6 (six) months.

ARTICLE 12. DISPUTE RESOLUTION

This Agreement shall be governed by Turkish law. All disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration under the Arbitration Rules of the Istanbul Arbitration Centre. The rules regarding the emergency arbitrator shall not apply. The seat of arbitration shall be Istanbul. The language of arbitration shall be Turkish.

This Agreement, consisting of 12 articles, 3 pages and 2 annexes, has been accepted by the Parties in 2 (two) original counterparts on the date of signature The stamp duty arising from the Agreement shall be shared equally by the Parties. The full amount of the stamp duty shall be paid by the Customer, and half of it shall be invoiced to NEXT4BİZ.

On behalf of NEXT4BİZ BİLGİ TEKNOLOJİLERİ ANONİM ŞİRKETİ	On behalf of The Customer

ANNEXES:

ANNEXE 1. CUSTOMER ORDER FORM: LIST AND PRICES OF PRODUCTS AND
LÍCENSES THAT THE COMPANY REQUESTED TO PURCHASE

ANNEXE 2. SIGNATURE CIRCULAR OF PARTIES