

# End-User License Agreement for Built on Workday

**Version 1 August - 2025**

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We are pleased to present the Product Subscription Terms for Built on Workday Apps, which will govern the provision of Workday Extend Apps ("Product(s)") to you via the Built on Workday (BoW) platform. Together, the Product Subscription Agreement, these Product Subscription Terms, and the General Terms & Conditions of Incubane constitute the Contract between the parties. The definitions applicable to these Product Subscription Terms can be found in clause 11 below.

## 1. App and Services

### 1.1 Ownership of the Product

We, along with our licensors, retain all rights, titles, and interests, including all Intellectual Property Rights, in and to the Product and any Documentation or other materials provided under the Contract.

### 1.2 Product License

We provide you with a limited, personal, non-exclusive, non-sublicensable, and non-transferable license for you and your End Users to use the Product (at the Designated Location(s) and on the Designated Machine(s), if applicable) during the Term. This license is strictly in accordance with the Documentation and this Contract and is solely for your internal business use. You are not permitted to create derivative works based on the Product.

### 1.3 Delivery

The Product will be delivered to you electronically through the Built on Workday platform by Workday on our behalf. This includes any modifications, error corrections, bug fixes, new releases, and updates.

### 1.4 Equipment

You are responsible for acquiring and maintaining all necessary hardware, equipment, software (as a service), and subscriptions to Workday and relevant Workday platforms (such as Built on Workday or Workday Extend).

### 1.5 Support and Maintenance

We will provide support and maintenance services for the Product as detailed in the Product Subscription Agreement. This may include updates to address error corrections, legal or regulatory requirements, and urgent security or performance issues. If any material changes are made to the Product, Incubane will notify you.

### 1.6 Open Source Software

The Product may contain certain free and open source software components, as identified in the Product Subscription Agreement ("Open Source Software"). Your use of such Open Source Software is governed exclusively by the terms applicable to

those components, and not by the terms of this Contract. You acknowledge that access to Open Source Software is provided on an "as is" basis.

### 1.7 Feedback

If you choose to share comments or feedback regarding the Product, you grant us a worldwide, non-exclusive, royalty-free, transferable, sublicensable, perpetual, and irrevocable license to use and exploit that feedback for any purpose.

## 2. Your Responsibilities

### 2.1 End Users - Your Responsibilities:

2.2 You are responsible for both your own and your End Users' usage of the Product, including ensuring compliance with the Contract.

(i) You must ensure that only authorized End Users have access to the Product.

(ii) You will promptly inform us in writing if:

(i) any changes are needed regarding End Users' access rights or permissions; and/or

(ii) you become aware of any unauthorized usage of the Product.

2.3 You may not license or transfer your rights related to the Product, except as permitted under clause 2.4.

### 2.4 Acceptable Use

You will ensure that neither you nor your End Users:

(i) infringe upon our Intellectual Property Rights or those of our licensors;

(ii) decompile, decipher, disassemble, reverse-engineer, or otherwise decode the Product, except where permitted by applicable non-excludable laws;

(iii) use the Product to deliver services to third parties, or allow any third party to acquire a copy of, access, or utilize the Product without our prior written consent;

(iv) integrate or interoperate the Product with other software, hardware, or data that is not from Workday without obtaining the necessary permits, consents, or licenses; or

(v) duplicate, modify, or create derivative works from the Product without our written permission.

### 2.5 Client Materials

You acknowledge that Client Materials are not stored or retained within the Product, but rather on your instance of the Workday Platform. The Product is not designed to store or manage master or original information. You agree that we bear no responsibility for the retention or backup of any Client Materials.

### 2.6 Information About Use

Upon reasonable request, you will permit us (or our subcontractors) to conduct an audit or inspection to verify your compliance with this Contract. You agree to facilitate such audits or inspections by providing access to relevant records that demonstrate your use of the Product, and by instructing your staff to cooperate with us.

### 2.7 Security

You are solely responsible for ensuring that appropriate information and operational technology security measures are in place for any technology you supply, or that may be affected by the Product.

## 3. Fees

### 3.1 Payment for Services

You agree to pay us the license fees as outlined in the Product Subscription Agreement. Except as provided in clause 4.2(c), all fees are non-refundable. Unless otherwise specified in the Product Subscription Agreement, we reserve the right to adjust the license fees annually during the term of the Contract.

### 3.2 Taxes

You will be responsible for covering any applicable taxes, including sales, use, or value-added taxes, that arise from or are imposed on Incubane in connection with the Product and Services (excluding taxes on the income of Incubane).

## 4. Intellectual property indemnity

### 4.1 Indemnity

We will defend any claims brought against you in the Netherlands that allege the Product infringes a third party's Intellectual Property Rights ("IPR Claim") and will indemnify you for any court judgments awarded in the Netherlands arising from such IPR Claims, provided the judgment is not subject to appeal, or from any final settlement approved by us.

### 4.2 Response to Potential Claims

If we become aware of an actual or potential IPR Claim, we may, at our discretion, take one of the following actions: (a) modify or replace the Product with functionally equivalent features and performance; (b) secure the rights for you to continue using the Product; or (c) terminate the Contract and issue a refund for the fees (if any) paid for the remainder of

the Term. You agree to comply with Incubane' decision and, if directed, to cease using the Product.

#### 4.3 Third-Party Materials

You are responsible for obtaining all necessary rights for the use of Workday platforms (including but not limited to the Built on Workday and Workday Extend platforms) by you and the relevant recipients. You agree to indemnify and hold us, along with our employees, harmless from any third-party claims, liabilities, losses, expenses, and other costs (including legal fees) that arise from your failure to secure such rights. This indemnity does not apply if the third-party claim is finally determined to have been caused by willful misconduct or gross negligence on the part of Incubane or the person indemnified. Those indemnified have the right to rely on this indemnity, and to the extent necessary, this clause serves as an irrevocable third-party beneficiary clause

### 5. Warranties

#### 5.1 Incubane Warranties

We warrant that the Product, when provided to you and used in accordance with the terms of the Contract, will operate in all material aspects as described in the Documentation. However, we do not guarantee that the Product or its outputs will be free from viruses or other harmful elements. For the purposes of this clause, "Product" does not include any data, software, or other content and materials owned by third parties that are integrated into the Product.

#### 5.2 Exclusion of Warranties

To the fullest extent allowed by law, no warranties, conditions, or other terms are implied under this Contract. We do not warrant that the Product will:

- (a) be suitable for any specific purpose;
- (b) be free from errors or defects, or function securely, continuously, or without interruption;
- (c) ensure compliance with any laws, regulations, or guidelines of any government or regulatory body; or
- (d) meet your particular requirements.

#### 5.3 Other Exclusions

You acknowledge that we are not responsible for:

- (i) any errors or malfunctions of products or software provided by other manufacturers;
- (ii) improper performance or non-performance of your IT infrastructure, resulting in improper functioning of products and software from other manufacturers;
- (iii) non-performance or improper performance of the Product due to insufficient access to

telecommunications and information networks or systems.

#### 5.4 Client Responsibility

You accept full responsibility for verifying the accuracy of any data input into the Product.

#### 5.5 Third-Party Software and Products

If we agree to provide products or software from other manufacturers, these will be supplied under the manufacturer's license terms (including any warranty terms), and no additional warranties will be provided by us.

### 7. Liability

#### 7.1 Specific Types of Loss

You agree that we shall not be liable for:

- (i) loss or corruption of data from your systems;
- (ii) loss of goodwill, business opportunity, anticipated savings, or benefits; or
- (iii) indirect, punitive, special, exemplary, or consequential loss or damages.

#### 7.2 Limitation of Liability

Our liability is limited to the fees you paid in the past 12 months. We are not liable for indirect or consequential losses. These limits don't apply in cases of willful misconduct or gross negligence.

#### 7.3 Proportionality

If we are liable to you under the Contract, and another party would also be liable for the same loss (excluding your contractual arrangements with them), then:

- (i) the compensation payable by us to you for that loss will be reduced;
- (ii) this reduction will consider the extent of responsibility of that other party for the loss; and
- (iii) when determining the extent of the other party's responsibility, no account will be taken of (a) any limits or exclusions on what that party would pay or (b) any shortfall in recovery from that party for any reason.

#### 7.4 Third Parties

We accept no liability to anyone other than you in connection with our Services, unless otherwise agreed by us in writing. You agree to indemnify us, our employees, and contractors, and hold each of us harmless against any third-party claims and any other liabilities, losses, expenses, and costs (including legal costs) arising from or in connection with any claim by anyone else regarding the Services. This indemnity will not apply to the extent that the third-party claim is

determined to have resulted from wilful misconduct or gross negligence by Incubane or an indemnified person. The indemnified (legal) persons have the right to rely on this indemnity, and to the extent necessary, this clause is an irrevocable third-party beneficiary clause.

### 7.5 Exclusions

We will not be liable for any failure caused by:

- (i) your failure to comply with your obligations under the Contract;
- (ii) any acts or omissions of any third party not engaged by us concerning your use of the Product; or
- (iii) the performance or failure of any third-party hardware, software, networks, infrastructure, or materials (including Third Party Materials and documentation) not supplied by us under the Contract.

### 7.6 Matters Beyond Reasonable Control

No party will be liable to another if it fails to meet its obligations due to circumstances beyond its reasonable control (Force Majeure). This clause does not apply to any of your obligations to pay charges for Services provided.

## 8. Termination

### 8.1 Immediate Notice

Either party may terminate the Engagement

immediately by providing written notice to the other if:

- (i) the other party materially breaches the Agreement and does not remedy the breach within ten (10) business days after receiving notice;
- (ii) the other party is, or appears likely to be, unable to meet its debt obligations; or
- (iii) the execution of the Agreement (including any fee arrangements) may violate a legal or regulatory requirement.

### 8.2 Termination by Us

We reserve the right to terminate the Contract if you or any End User fails to cooperate with a reasonable audit or inspection regarding any suspected violation of the Agreement.

### 8.3 Termination by You

You may terminate the Contract for convenience by providing us with ninety (90) days' prior written notice. You must also pay any fees that would have been due for the remainder of the term within five (5) days after the effective termination date, as if the Contract had not been terminated.

### 8.4 Effect of Termination

You will pay us all fees due and payable in accordance with the Contract as of the date of termination or expiration. Upon expiration or termination of the Contract, you and your End Users must immediately cease all access to and use of the Product, and we may disable access and use without delay. Subject to applicable law, we may destroy or otherwise dispose of any of your content or data in our possession.

### 8.5 Waiver of Right to Rescind

Both parties waive the right to rescind the Engagement.

## 9. Dispute resolution

This Agreement is governed by Dutch law.

## 10. General

### 10.1 Entire Agreement

The Contract constitutes the complete agreement between us regarding the Product. It supersedes and replaces any prior proposals, correspondence, understandings, or other communications, whether written or oral.

### 10.2 Conflicting Terms

In the case of a conflict between these Terms of Business and the Product Subscription Agreement or any other document that is part of the Contract, the Terms of Business will take precedence, unless explicitly amended in the Product Subscription Agreement with specific references to the relevant clause. If there is a conflict the EULA will prevail.

### 10.3 Your Actions

If you consist of multiple parties, the actions or omissions of any one party will be considered as actions or omissions of all parties involved.

### 10.4 Publicity

Except as expressly stated in the Contract, you do not acquire any rights under the Contract to use the name "Incubane" or any logos, marks, or designs associated with Incubane or its affiliates.

## 11. Definitions

In these License Terms, the following terms and expressions have the meanings assigned to them below, and terms defined elsewhere shall carry the meanings designated therein:

**11.1 Client Materials:** Any information or materials provided by you to us in connection with the Contract.

**11.2 Contract:** The agreement between us, consisting of the Product Subscription Agreement, these Terms of Business, the General Terms & Conditions of Incubane, and any mutually agreed-upon amendments.

**11.3 Documentation:** The standard technical documentation and user guides for the Product that we generally provide.

**11.4 End User:** Subject to clause 2.1, any personnel authorized by you to access and utilize the Product.

**11.5 Intellectual Property Rights:** All copyrights, patents, trademark rights, service marks, trade dress, trade secret rights, domain name rights, database rights, publicity rights, and other intellectual and industrial property rights recognized globally, whether statutory, common law, or otherwise.

**11.6 General Terms & Conditions of Incubane:** The overarching terms and conditions of Incubane, as updated from time to time.

**11.7 Product Subscription Agreement:** The formal agreement in which we commit to providing services to you, including any schedules, appendices, or attachments.

**11.8 Product Subscription Terms:** The Incubane Subscription Terms for Built on Workday Apps (this document).

**11.9 Services:** The services outlined in the Product Subscription Agreement.

**11.10 Third Party Materials:** Third-party software, data, hardware, and other materials that you are responsible for procuring, including those identified in the Product Subscription Agreement.

**11.11 Third Party Systems:** The software, hardware, websites, databases, infrastructure, systems, and other technologies provided by your third-party service providers (including, but not limited to, Workday).