

Enterprise End-User License Agreement (B2B)

Version 1.0 • Effective 12 July 2025

Business Customers Only — Consumer withdrawal rights do not apply.

1. Definitions

“Agreement” means this End-User License Agreement.

“Software” means the Airbyte NOS-TPT Connector, including all updates, modifications, enhancements, and accompanying documentation, provided by Luong Data Solutions (“LDS”).

“Licensee” means the business entity or organization entering into this Agreement.

2. License Grant

Subject to the Licensee’s payment of all applicable fees and compliance with this Agreement, LDS grants Licensee a worldwide, non-exclusive, non-transferable, perpetual (unless terminated earlier) license to install and use the Software solely for its internal business operations.

3. License Restrictions

Licensee shall not, without prior written consent from LDS:

- (a) sublicense, sell, rent, lease, distribute, or otherwise transfer rights to the Software;
- (b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas from the Software, except as permitted by mandatory law;
- (c) remove or alter any proprietary notices or labels;
- (d) use the Software to provide a service bureau, outsourcing, or hosted service to third parties.

4. Ownership and Intellectual Property

The Software and all intellectual property rights therein are and shall remain the exclusive property of LDS. This Agreement does not grant Licensee any ownership interest in the Software.

5. Support and Maintenance (Optional)

If Licensee has purchased a support package, LDS will provide technical support and updates as specified in the separate Support Services Agreement.

6. Warranty Disclaimer

The Software is provided “AS IS” and, except as expressly set forth herein, LDS disclaims all warranties, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

7. Limitation of Liability

Except for liability arising from wilful misconduct or gross negligence, in no event shall LDS’s aggregate liability under this Agreement exceed the total fees actually paid by Licensee to LDS in the twelve (12) months preceding the event giving rise to the claim.

8. Confidentiality

Each party agrees to treat the other’s confidential information with the same degree of care it applies to its own confidential information, and in no event less than reasonable care, and to use such information solely to exercise its rights and perform its obligations under this Agreement.

9. Term and Termination

This Agreement commences on the Effective Date and will continue until terminated. Either party may terminate immediately upon written notice if the other party breaches a material provision of this Agreement and fails to cure within thirty (30) days. Upon termination, Licensee shall cease all use of the Software and destroy all copies.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction of the courts of Bern, Switzerland.

11. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.