

Virtual Annex to EULA

VA1 Definitions and interpretation

In this *Virtual Annex to EULA* the following words and expressions shall have the following meanings, and be interpreted in the following manner:

‘Counterparty’: is a reference to the party or parties to the Licence that is (or are) not Domino UK Limited.

‘Licence Agreement’: is a reference to the relevant licence agreement for software and any printed materials and/or online, or electronic documents supplied by Domino UK Limited in relation to the use of that software, between Domino UK Limited and the Counterparty, and in which licence agreement this *Virtual Annex to EULA* is expressed to be deemed to be incorporated and set out therein (either in full or in part).

In this *Virtual Annex to EULA*, words and expressions defined in the Licence Agreement and used in this *Virtual Annex to EULA* have the meaning set out in the Licence Agreement unless otherwise defined.

VA2 Prohibition on use of intellectual property rights or trade secrets etc in connection with certain common high priority items that are intended for sale etc to the Russian Federation

VA2.1 This condition operates with effect from and including 26 December 2024, and whether this Licence was entered into before, on, or after that date.

VA2.2 In this condition VA2, the expression ‘IPRs and Rights etc’ means:

VA2.2.1 any intellectual property rights or trade secrets (that are sold, licensed or transferred in any other way to you pursuant to this Licence) related to any of the common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014; and

VA2.2.2 any rights to access or re-use (that are sold, licensed, granted or transferred in any other way to you pursuant to this Licence) any material or information protected by such intellectual property rights or protected as trade secret related to the common high priority items as listed in the said Annex XL.

VA2.3 You (notwithstanding, if it be the case, that you are not incorporated or registered in, or otherwise domiciled in, the European Union) shall not use any of the IPRs and Rights etc in connection with any common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

VA2.4 Notwithstanding any prohibition or other restriction contained in this Licence or otherwise, upon you granting any licence of any intellectual property rights or trade secrets licensed under this Licence or under any agreement supplemental or collateral to this Licence, or under any other licence granted or procured by us for you, and without prejudice to the operation of any such prohibition or restriction, you

shall prohibit each of the Licensee's sublicensees of any of the IPRs and Rights, from using any of such sublicensed IPRs and Rights in connection with any common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

- VA2.5 You shall use your best endeavours to procure that the purpose of conditions VA2.3 and VA2.4 above is not frustrated by any third parties further down the commercial chain from you, including (without limitation) by any possible resellers.
- VA2.6 You shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain from you, including by (without limitation) any possible resellers, that might or would frustrate the purpose of conditions VA2.3 and VA2.4 above.
- VA2.7 You acknowledge and agree that any breach of any of conditions VA2.3, VA2.4, VA2.5 and VA2.6 above shall constitute a material breach of an essential element of this Licence, and we shall be entitled to seek any and all appropriate remedies from and against you and/or any other person.
- VA2.8 You shall immediately inform us about any problems in complying with each of conditions VA2.3, VA2.4, VA2.5 and VA2.6 above, including any relevant activities by third parties that could frustrate the purposes of conditions VA2.3 and VA2.4 above. You shall make available to us all information concerning compliance with the obligations under each of conditions VA2.3, VA2.4, VA2.5 and VA2.6 above within two weeks of any request made by us in writing for such information.
- VA2.9 You further acknowledge and agree that the provisions of this condition VA2 shall operate independently to, and without prejudice to, the operation of any other provisions contained in this Licence and which relate to any of (1) all applicable export, trade and sanctions controls, (2) any prohibition on the export, re-export, sale, supply, transfer or otherwise release of products, software or technology. If there is any conflict between any such other provisions and this condition VA2 then the provisions of this condition VA2 shall prevail.