

SUBSCRIPTION LICENSE AGREEMENT:
GENERAL TERMS AND CONDITIONS

VERSION 1.0 OF August 6, 2024

1. Recitals

1.1. These general terms and conditions (these “Terms”) are incorporated into the subscription license agreement (the “Agreement”) between (i) MLJAR Sp. z o. o., a Polish corporation, with its registered office in Łapy (address: ul. Leśnikowska 27 B, 18-100 Łapy, Poland; registration: District Court in Białystok, company no.: 861220; tax ID no.: 9662143513; share capital: PLN 25,000.00;

“Licensor” or “We”) and (ii) You (also “Licensee”), entering into the Agreement exclusively in connection with Your business or professional activity.

1.2. By clicking “I accept” or otherwise accepting these Terms, You are entering into the Agreement. Unless expressly agreed otherwise by You and Licensor (collectively, the “Parties”), installation, copying, or other use of Deliverables (as defined in Section 2 of these Terms) indicates Your acceptance of these Terms. The Agreement enters into force on the date You have indicated Your acceptance of these Terms (“Effective Date”).

1.3. Your use of Deliverables is subject to full acceptance of, and strict adherence to, the terms and conditions of the Agreement.

2. Definitions

In these Terms, the following definitions apply:

2.1. “Authorized User” – a Developer and/or an End User, as defined in these Terms.

2.2. “Confidential Information” – all information and know-how transmitted, disclosed, or otherwise made available by one (disclosing) Party to the other (receiving) Party that have been identified as proprietary or confidential or that, by the very nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and confidential. Confidential Information does not include information which the receiving Party can demonstrate to be: (i) generally available to the public through no act or omission on the part of the receiving Party or its officers, employees, or representatives; (ii) known to the

receiving Party prior to its receipt thereof; (iii) disclosed to the receiving Party at any time by a third party without violation of any obligation of confidentiality known by the receiving Party; or (iv) independently developed by the receiving Party through no use whatsoever of the Confidential Information.

2.3. “Deliverables” – the Software, License Key, or other products and Services delivered or performed by Licensor under the Agreement, as well as the License and other entitlements to such products and Services.

2.4. “Developer” – Licensee’s employee, agent, or independent contractor, personally carrying out development of the Software, whether by order of Licensee or in fact.

2.5. “End User” – an individual afforded, courtesy of Licensee, an opportunity to use, but in no event exercise any copyright in, the Software.

2.6. “Evaluation Purpose” – the sole purpose of testing the suitability, performance, and usefulness of the Software for Your business needs; in no event may such purpose be exercised or testing performed in the production environment.

- 2.7.** “GDPR” – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.8.** “License” – permission to exercise copyright in the Software, granted under the Agreement, within the limits set forth in an applicable License Confirmation.
- 2.9.** “License Confirmation” – a permanent (written, electronic, and the like) record of agreement between the Parties about the conditions of the license (support, period of lasting, number of developers).
- 2.10.** “License Key” – a string of numbers and/or characters used to activate the Software.
- 2.11.** “Personal Data” – personal data within the meaning of Article 4 GDPR, relating to Licensee, its representatives and Developers, including their names, email addresses, and other such identifiers as may reasonably be processed by Licensor for the purposes related to the Agreement;
- 2.12.** “Services” – maintenance and support services set forth in Section 7 of these Terms..
- 2.13.** “Software” – a software product created, developed, and/or supported by Licensor, delivered in source and/or compiled form; the Software may contain external open-source code.
- 2.14.** “Software Module” – part of the Software/business component representing particular Software tasks that meets a single business need of an End User.
- 2.15.** “Subscription” – the business model adopted by Licensor and spelled out in these Terms in which You get to access Deliverables pursuant to the Agreement.
- 2.16.** “Your Product” – a Licensee offering, such as a standalone product or service, with which the Software is integrated under the Agreement, and which contains a significant additional functionality not incorporated in the Software.

3. Ownership and restrictions

- 3.1.** The Software is licensed, not sold. Unless otherwise expressly provided in these Terms or by applicable laws, all rights – including copyright – in the Software remain and vest in or with Us or their respective licensors.
- 3.2.** Licensor retains all rights, titles and interests in and to any work product created by Licensor in the course of providing Deliverables under the Agreement and to all suggestions, ideas, enhancement requests, feedback, code, recommendations, or other information provided by Licensee or any third party relating to the Software, which are hereby assigned to Licensor.
- 3.3.** Neither Licensee nor Authorized Users may remove, alter, or obscure any of Our (or Our licensors’) copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Our (or Our licensors’) ownership or contribution from the Deliverables. Additionally, the Licensee agrees to reproduce and include Our (and Our licensors’) proprietary and copyright notices on any copies of the Deliverables, or on any portion thereof, including reproduction of the copyright notice. Licensee further agrees that neither it nor Authorized Users will, without Our express written permission:
- (i) make the Deliverables available to, or use the Deliverables for the benefit of, anyone other than Licensee or End Users;
 - (ii) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Deliverables, or include any Deliverables;

- (iii) permit direct or indirect access to or use of the Deliverables in a way that circumvents applicable metrics;
- (iv) copy the Deliverables or any part, feature, function, or user interface thereof (except as expressly otherwise permitted under the Agreement);
- (v) create any derivative work based on the Software; or
- (vi) access or use any Deliverables in order to build a competitive product or service.

3.4. For the avoidance of doubt, You are liable for acts or omissions of Authorized Users in relation to these Terms as if such acts and omissions were Your own.

4. Grant of license

4.1. Under the Agreement the Licensor grants You a limited (pursuant to a pertaining License Confirmation), non- perpetual, non-transferable, non-exclusive, worldwide License to use, copy, integrate, and distribute to End Users the Software solely as part of Your Product.

4.2. Except as expressly set forth herein, the Licensor grants and You receive no other rights or licenses to the Software, derivative works, or any intellectual property rights related to the Software, whether by implication, estoppel, or otherwise.

4.3. You grant Licensor a non-exclusive, worldwide, and royalty-free license to any intellectual property to the extent necessary for Licensor to perform its obligations under the Agreement.

5. Payment of fees

5.1. If the Agreement has been entered through a negotiated sale, You agree to pay the Licensor the Subscription fees specified in the License Confirmation, subject to Section 5.3 of these Terms. The Subscription fees are payable in advance.

5.2. If the Agreement has been entered otherwise than through a negotiated sale, You agree to pay the Licensor the Subscription fees specified on a dedicated webpage (<https://mljar.com/supertree/pricing>) or Our authorized resellers' webpages or other webpages referencing the Licensor's business name, product, and/or pricing by Our consent) throughout the term of the Agreement, subject to Section 5.3 of these Terms.

Payments can be made annually, Subscription fees will be paid in advance for each subsequent year and charged automatically.

5.3. Licensor reserves the right to unilaterally increase applicable Subscription fees.

5.4. The Subscription fees are:

5.4.1. Payable in United States dollars or such other currency as acceptable to the Licensor and made by credit card, via Paddle. The payment by check are not acceptable.

The prices listed on the website are expressed in US dollars and does not include needed taxes and are not final prices. The final price will be determined after the user indicates the tax location appropriate for his activity and the form of purchasing the application (whether it is a natural or legal person, etc.).

5.4.2. non-refundable unless terminated for breach by Licensor pursuant to Section 8.2 of these Terms.

5.5. All stated fees are exclusive of any taxes, duties or other amounts, however designated, including value added and withholding taxes that are levied or based upon such charges, or

upon the Agreement. Any taxes related to the Deliverables, including withholding taxes, will be effectively paid by You.

5.6. Should You, for whatever reason, fail to pay as due, Your use of Deliverables will be restricted to the Evaluation Purpose and limited to thirty (30) days.

6. License key

6.1. Licensor provides You with a License Key. A new License Key is delivered to You every twelve (12) months, unless agreed otherwise.

6.2. The License Key works with the Software versions released within twelve (12) months after first activation of the License Key, meaning its first assignment and provision to Licensee. If You want to use the Software in any version released after the twelve-(12)-month period, the License Key must be replaced with a new one.

7. Services

7.1. Under the Agreement, Licensor will provide support to Licensee:

- (i) on the following terms: response to reported questions, problems, and errors within 24 hours, and communication with the licensee according to 7.2 of this Agreement;
- (ii) for the current Software version released no earlier than twelve (12) months prior; and not later than twelve (12) months after purchasing the license;
- (iii) within the Software's built-in functionality and any such environments, including web browsers, as specified in the pertinent documentation.

7.2. Licensor will provide support subject to the Licensee's use of appropriate communication channels, involving:

- (i) first, contact@mljar.com email address;
- (ii) second, dedicated contact forms published on <https://mljar.com>; and
- (iii) third, direct <https://github.com/mljar/supertree>

7.3. Licensee will use its best efforts to:

- (i) maintain the Software up to date;
- (ii) undertake remedial corrective actions as instructed by Licensor; and
- (iii) comply with all applicable laws and regulations.
- (iv) Licensee will address the Licensor queries concerning Software-related issues.

7.4. The period of support are indicated in the License Confirmation.

7.5. The Licensor may provide the Licensee with certain marketing and educational content, including tutorials, insights, and good practices related to the Software or its other business activities, at the Licensee's email addresses indicated in, or in connection with, the Agreement until the Licensee chooses to opt out of such newsletter offering.

7.6. The Licensor will make available to the Licensee updates that it releases during the term of the Agreement. Updates will be available through standard industry means. The Licensor solely determines the features and release schedule of all updates.

7.7. Licensor has no obligation to provide any support:

- (i) for anything other than the Software;
- (ii) if the Licensee or a third party has altered or modified any portion of the Software;
- (iii) if the Licensee has not used the Software in accordance with the pertinent documentation or instructions provided by the Licensor;

- (iv) if Licensee can resolve the issue themselves by updating the Software to its newer version; or
- (v) for not released versions of the Software. In no event will Licensee provide any support to End Users.

8. Term and termination

8.1. The term of the Agreement will begin on the Effective Date and will continue for twelve (12) months, unless expressly agreed otherwise. The term of the Agreement will auto-renew for successive twelve- (12)-month periods until either Party notifies the other Party of its decision to terminate the Agreement, by unsubscribing the before the end of the lasting license. In other case the subscription will renew.

8.2. The Agreement may be terminated by either Party at any time in the event that:

- (i) the other Party is notified in permanent form (in writing, via email, and the like) that it is in material breach of the Agreement; and
- (ii) such other Party fails to remedy such breach within thirty (30) days following such notice or three (3) days following such notice if the breach is a failure by Licensee to pay any fee required under Section 5 of these Terms.

8.3. To the extent allowed by law, Licensor may terminate the Agreement effective immediately upon written notice to You if You:

- (i) file a voluntary petition in bankruptcy or otherwise seek protection under any law for the protection of debtors;
- (ii) have a proceeding instituted against You under any bankruptcy law that is not dismissed within sixty (60) days;
- (iii) are adjudged as bankrupt;
- (iv) have a court assume jurisdiction of Your assets under a reorganization act;
- (v) have a trustee or receiver appointed by a court for all or a substantial portion of Your assets;
- (vi) become insolvent;
- (vii) suspend or cease to do business;
- (viii) make an assignment of Your assets for the benefit of Your creditors; or
- (ix) admit in writing Your inability to pay Your debts as they become due. In the event of Your bankruptcy, the Agreement will be accepted or rejected within a reasonable time, but in no event in less than sixty (60) days from the filing of the bankruptcy petition.

8.4. Upon expiration or termination of the Agreement you will not be able to use all available features. The usage will be limited.

9. Warranty and liability

9.1. Licensor warrants that it may lawfully grant You the License and that it has all necessary rights, licenses, and permissions to enter into the Agreement. The Software may implement, use, or invoke any such third-party software as set out in the documentation section at <https://mljar.com/>, including open-source libraries which are subject to their respective licensing terms and conditions and expressly excluded from any and all warranty and liability obligations provided in these Terms or otherwise.

9.2. If the Software (or any part of it) is finally held to be infringing third-party intellectual property rights, Licensor will, at its sole discretion, either (i) replace the Software (or any part of it) with its non-infringing counterpart, or (ii) modify the Software (or any part of it) to

make it non-infringing, or (iii) terminate the Agreement and return the paid-up fee on a pro-rata basis. The preceding sentence provides for the Licensee's sole and exclusive legal remedies and the Licensor's sole and exclusive liability.

9.3. Licensor warrants that the Software will perform in all material respects with specifications describing the use, operation, nature, and functionality of the Software, provided by Licensor, if any. The preceding sentence provides for the Licensee's sole and exclusive legal remedies and the Licensor's sole and exclusive liability.

9.4. SUBJECT TO SECTIONS 9.2 AND 9.3 OF THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT

THE USE OF DELIVERABLES IS AT YOUR OWN RISK AND THAT DELIVERABLES ARE PROVIDED WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE AND ITS FUNCTIONALITY, RELIABILITY AND PERFORMANCE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING DELIVERABLES TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE OF AND RESULTS OBTAINED FROM THEM. YOU UNDERSTAND THAT THE SOFTWARE MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS BECAUSE OF ERRORS WITHIN THE SOFTWARE OR YOUR FAILURE TO PROPERLY USE IT. YOU ASSUME FULL RESPONSIBILITY FOR ANY USE OF DELIVERABLES AND BEAR THE ENTIRE RISK FOR SUCH ERRORS AND FAILURES.

9.5. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY OR OTHER FINANCIAL OR OTHER LOSS WHATSOEVER ARISING OUT OF USE OR INABILITY TO USE DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF ACTION, LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEE PAID BY YOU UNDER THE AGREEMENT OVER THE YEAR PRECEDING THE DAMAGE DONE.

9.6. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent allowed by applicable laws.

10. Miscellaneous

10.1. Confidentiality. The receiving Party undertakes to do the following with regard to the Confidential Information of the disclosing Party:

- (i) use it as strictly necessary to execute, perform, and enforce the Agreement;
- (ii) hold it in strict confidence and take such steps as may be reasonably necessary to prevent its disclosure to others with no less than the same degree of care which the receiving Party uses to prevent the unauthorized use or dissemination of its own confidential information (but with at least the same degree of care used by a reasonably prudent business person);
- (iii) not disclose it to any third party for any purpose whatsoever without prior written approval from the disclosing Party, and an obligation of confidentiality on the part of such third party, and a contractual stipulation naming the disclosing Party as a third-party beneficiary of said obligation and all the remedies available in the event of default;

(iv) permit access to it only to its officers, employees, and agents who reasonably require such access for the performance of the Agreement, and are directed by the receiving Party to treat such Confidential Information in a manner consistent with this Section 10.1, and for whose breach of confidentiality the receiving Party assumes full liability; and

(v) not conduct, or have conducted, any test that involves, includes, requires, causes, or results in the disassembly, destruction, or reverse engineering of the Software.

10.2. Confidentiality, continued. The confidentiality (non-use and non-disclose) obligations set forth in Section 10.1 of these Terms will survive termination of the Agreement and will continue for ten (10) years thereafter. Immediately upon (i) termination of the Agreement or (ii) any request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy all documents and other writings supplied by the disclosing Party, together with all copies of any such documents or other writings, and an officer of the receiving Party will certify to the return or destruction of all tangible Confidential Information and references thereto and the destruction of any references thereto on electronic or other intangible media.

10.3. Personal Data. Licensor in its capacity as controller informs that:

(i) in principle, Personal Data is processed as necessary for the performance of the Agreement or in order to take steps at Your request prior to entering into the Agreement, pursuant to Article 6(1)(b) GDPR;

(ii) Personal Data may also be processed, pursuant to Article 6(1)(f) GDPR, based on the legitimate interest of the Licensor such as security or asserting rights and claims, or, pursuant to Article 6(1)(c) GDPR, for tax settlement purposes;

(iii) provision of Personal Data is not a statutory or contractual requirement, however, failure to do so will make the conclusion and performance of the Agreement impossible;

(iv) Personal Data will be stored for no longer than it is necessary to perform the Agreement or to assert or defend the rights and claims related to its non-performance, unless – and to the extent that – the provisions of applicable law provide otherwise;

(v) Licensor may transfer Personal Data to the following categories of recipients, namely: accounting offices, providers of technical infrastructure or cloud applications and other entities that typically support the performance of the Agreement;

(vi) subject to the exclusions, limitations or special conditions provided for in the provisions of the applicable law on the protection of personal data, You (meaning also, for the purposes of interpreting and enforcing the following rights, Your representatives and/or Developers as may be the case) have the right of access to Your Personal Data, the rights to: rectify, erase, restrict processing of Your Personal Data, as well as the rights to portability and to object to processing of Your Personal Data; and

(vii) You have the right to lodge a complaint with the supervisory body.

10.4. Audit rights. The Licensor has the right to verify Your compliance with the Agreement at any time. You must promptly provide any information requested by the Licensor in furtherance of the verification, including the number of Software Modules, Authorized Users and Your Products involved in the current and preceding Subscription periods. If such verification reveals any unlicensed use of the Software, then within thirty (30) days You must order sufficient licenses to cover its unlicensed use at 100% of the current list price.

11. Final provisions

11.1. Governing law and venue. The Agreement will be construed, governed, and litigated pursuant to the laws of the country, and any and all disputes concerning the Agreement will be resolved exclusively by the courts competent over the offices, of the Licensor.

11.2. Notices. All notices required to be given pursuant to the Agreement will be delivered or mailed to the last known address of the applicable Party in person, by registered mail, or via email. Notice shall be deemed given on the date delivered or mailed in accordance with this Section 11.2.

11.3. Force Majeure. Licensor will not be liable for any breach of its obligations under the Agreement resulting from causes beyond its reasonable control, including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.

11.4. Non-assignment. You may not assign or transfer any part of Your rights or duties under the Agreement without Licensor's prior written consent, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets of which You will promptly apprise Licensor in writing. Licensor may freely assign its rights or duties under the Agreement without restriction.

11.5. Publicity. Licensor may refer to the Agreement in a press release and/or use Your name, trademarks or logo on its website and/or in other promotional material or press release. You may withdraw consent to the above at Your convenience by sending Licensor a relevant email notice to this effect. The withdrawal of consent will not affect the lawfulness of the Licensor's use based on consent until after seven (7) days of its withdrawal.

11.6. Entire agreement. The Agreement contains the entire agreement and understanding between the Parties, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever, with respect to the subject matter of the Agreement. The express terms of the Agreement control and supersede any course of performance, standard conditions of purchase, or usage of the trade inconsistent with any of the terms of the Agreement.

11.7. Amendments. The Agreement may not be modified or amended except by an instrument in writing executed by the Parties. Without prejudice to the generality of the foregoing, these Terms may be modified by Licensor at its discretion, subject to their prior communication to You, and such modifications shall become part of the Agreement and be binding on You unless You have terminated the Agreement under Section 8.1 of these Terms without delay.