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# END USER LICENSE AGREEMENT

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*Version 1.1*

## PREAMBLE

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This End User License Agreement (the “Agreement”) is an agreement between Licensee (the person or company who is being licensed to use the software and documentation) and private individual Kyrylo Kostiukov (DOB 01.01.1988), each, a “Party” or collectively the “Parties.”

By confirming the purchase of the software from the website or otherwise executing this Agreement, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree with (or cannot comply with) all of the terms of the Agreement, Licensee shall not install, copy or otherwise use the Software. In consideration of the mutual promises exchanged herein, the Parties agree as follows.

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- (b) provide, use, or allow others to use, the Software for the benefit of third parties;
- (c) reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code of any closed source software included (if any);
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- (g) use any Copyleft Software in connection with the Software;
- (h) imply any relationship or affiliation between Licensor and Licensee except as expressly permitted by this Agreement;
- (i) use the Software for the purpose of building similar or competitive product or service.

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4.1. Licensee shall protect the privacy and legal rights of all End Users and provide and maintain a legally adequate privacy notice to Visitors and End Users that addresses, without limitation:

- (i) the permitted access and use of information, including personal data, and the limited purposes for which such information may be used;

(ii) the sharing of such information with third parties, including SaaS providers such as Microsoft in cases where Power BI or other services will be used.

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## 5. LICENSOR RESPONSIBILITIES

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5.1. Licensor will not access, use or disclose Licensee Content; except as necessary to maintain and provide the Software and Support Services to Licensee, or as necessary to comply with the law or an order of a governmental or regulatory body, or as expressly set forth in this Agreement.

5.2. Licensor may subcontract or otherwise outsource any part of its obligations hereunder in its sole discretion and Licensor will remain solely responsible for the performance of any such subcontractor.

5.3. Licensor may provide Licensee with patches, updates or upgrades to the Software as part of the provision of Support Services.

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## 6. FEES AND PAYMENT TERMS

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6.1. Licensee agrees to the fees and payment terms that are described during the process of making an order on purchasing the License to use the Software.

6.2. Taxes. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party with respect to the transactions and payments under this Agreement.

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## 7. TERM AND TERMINATION

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7.1. The term of the Agreement shall commence on the event when License Key and the Software becomes available for the Licensee to download and expires after amount of days equal to number of days specified during the purchase of the License will pass ("License Days"). In case if the purchased License for the Software is marked as Perpetual License, the License granted herein shall remain in effect perpetually unless terminated.

7.2. In order to increase the duration of this Agreement for the Term License, same License might be purchased again for the same Software for the same Platform Installation. In this case and after all required fees will be paid, the duration of this Agreement will be extended by the amount of License Days, specified in the purchased License. The License Term might be extended only up to 5 Years in the future.

7.3. Termination. Either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the material breach remains uncured at the expiration of the thirty (30) day period.

#### 7.4. Effect of Termination. Upon the Termination Date:

- (a) All of Licensee's licenses under this Agreement immediately terminate and Licensee shall cease all use of the Software;
- (b) Within thirty (30) days thereafter, Licensee shall certify in writing to Licensor that Licensee has ceased use of the Software and that all copies or embodiments thereof (including related Documentation) in any form, including partial copies within modified versions, have been destroyed;
- (c) Licensee remains responsible for all fees and charges Licensee has incurred through the Termination Date; and
- (d) Licensee will immediately return or, if instructed by Licensor, destroy all Licensor Content in Licensee's possession.

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### 8. DATA PROTECTION

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8.1. Licensee acknowledges that extension may communicate with remote server owned by Licensor in the following cases:

- (a) if Online License Key is used, Online license can be replaced at any time with Offline License Key to prevent this communication;
- (b) during the interactions of the client with the website required to obtain and configure the license;
- (c) during the installation process if the software is obtained from Licensor's server during the installation as in case with usage of composer repository.

8.2. Licensor may gather information during this communication and use this information to analyze usage statistics.

8.3. Licensee also acknowledges that Extension may add a static file to the platform where it is installed that will be accessible from the internet allowing to identify if the extension is used or not on particular website. This might be used for the purpose of an audit for proper license usage.

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### 9. CONFIDENTIALITY

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9.1. Confidential Information. Each Party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other Party. "Confidential Information" means the all materials, documentation and information, including, but not limited to, techniques, algorithms and processes and technical, business and marketing information, designated or marked by the Party disclosing such documentation and information orally, visually or in writing (the "Disclosing Party") as "proprietary" or "confidential" or the like, or that the other Party (the "Receiving Party") knows to be confidential, or should reasonably consider to be confidential under

the circumstances of its disclosure, supplied by the Disclosing Party to the Receiving Party in connection with this Agreement.

9.2. Protection of Confidential Information. During the Term and for a period of five (5) years thereafter, each Receiving Party agrees (a) to hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of (but no less than reasonable) care and protection that it exercises with its own Confidential Information of a similar nature; (b) not to directly or indirectly disclose or otherwise make available any Confidential Information of the Disclosing Party to a third party; and (c) not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under this Agreement. Each Party will disclose the other Party's Confidential Information only to its employees and authorized contractors with a need to know in order to fulfill such Party's obligations hereunder and who have been informed of and have agreed to abide by the provisions of this Section.

9.3. Exclusions. The obligations of this Section will not apply to Confidential Information if such information: (a) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no act of the Receiving Party; or (b) was, prior to disclosure hereunder, rightfully known to the Receiving Party (other than in connection with this Agreement) without confidentiality restriction.

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## 10. PROPRIETARY RIGHTS

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## 11. DEFAULT

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11.1. An event of default shall be deemed to occur if: (i) Licensee fails to perform any of its obligations under the Sections entitled "License Exclusions"; (ii) Licensee fails to pay amounts due pursuant to its agreement to the fees and payment terms of this Agreement within seven (7) days of the relevant due date; or (iii) either party fails to perform any other material obligation under this Agreement and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof.

11.2. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under the law, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party.

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12.1. Licensor warrants for a single period of ninety (90) days commencing upon the initial delivery of the Software, as delivered, will substantially perform in accordance with the specifications contained in the Documentation provided with the Software. In the event that the Software fails to comply with the foregoing warranty, Licensee shall send written notice to Licensor prior to the expiration of the warranty period and such notice will describe in reasonable detail the nature of the nonconformance. Licensor will undertake commercially reasonable efforts to correct such nonconformance. The foregoing states Licensor's sole and exclusive obligation and Licensee's sole and exclusive remedy for a breach of the warranty set forth in this Section.

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### 15. LICENSEE REFERENCES

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Licensee hereby grants Licensor the right to display Licensee's logos as part of Licensor's customer lists and other related marketing materials. The parties shall cooperate to undertake mutually-agreed joint marketing activities.

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### 16. ASSIGNMENT

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16.1. Licensee may not assign this Agreement without the prior written consent of Licensor; provided that such consent shall not be required for assignment to a purchaser of all or substantially all of the assets or equity securities of Licensee who undertakes in writing to be bound by all the terms and conditions of this Agreement. Any prohibited assignment shall be null and void.

16.2. Licensor may assign this Agreement, or transfer any right or delegate any duty hereunder.

## 17. OTHER COMMON CLAUSES

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17.1. Force Majeure. Except for payment obligations, neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

17.2. Independent Contractors; Non-Exclusive Rights. Licensor and Licensee are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party or any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

17.3. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.