

## MEGABIT SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**” or “**SLA**”) is a legal agreement between

- A. User of the Software and / or License (as the terms are described in this Agreement herein below), (hereinafter referred to as “**You or Your**” as the context may require so)

AND

- B. Megabit d.o.o., a company incorporated under the laws of the Commercial Courts, Croatia, having its registered office address at Hrvojeva 11, 21204 Dugopolje (“**Licensor**”)

(You and the Licensor shall collectively be referred to as the “**Parties**”)

The Parties are entering into this Agreement for the source code, libraries, online or electronic documentation, and other materials provided to You in the applicable download, and any upgrades, modified versions, bug fixes, additions, and improvements thereof that Licensor may make available during the Term of the Agreement to You (hereinafter collectively referred to as the “**Software**”).

The term “**Software**” shall deem all user interface component library made on top of a web framework called [Blazor](#), and CSS frameworks like [Bootstrap](#), [AntDesign](#), [Bulma](#) or [Material](#) (hereinafter collectively referred to as the “**Blazorise**”)

All references to the term “**You**” shall hereinafter also deem to include the entity on whose behalf You are using the Software, and all individual developers/users of the Software on behalf of such entity.

**BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE IF YOU DO NOT AGREE WITH THE AGREEMENT, YOU SHALL NOT USE THE SOFTWARE.**

Now therefore, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### **A. INTERPRETATION**

- i. The licensing shall be for the following versions of the Software:
  - a. The Community Plan/License of Software – this is limited to certain subjects as defined in this section and shall be entirely free-for-use under limitations specified in this Agreement. This plan may only be used if You fall under the category of Small-Entity.
  - b. The Community Plan/License means any use of the Megabit software libraries by:

- an individual (and not a business entity) solely for their personal, private, and non- commercial purposes; or
  - an individual, non-profit organization or business entity solely for the purposes of understanding the nature, limits, and potential uses of the Software, and
  - freelancer and other private users.
- c. If you wish to use the Community Plan/License of the Software, you may download and access the source and/or binaries at no charge or payment under the [APACHE License](#) (the “APACHE”);
- d. Small-Entity shall be considered as:
- i. an individual (and not a business entity);
  - ii. an individual, non-profit organization, legal or business entity
  - iii. a freelancer and other private users,

that generates less than US \$ 1M per year in gross revenues from all commercial activities (including all affiliates) and has up to maximum of 5 (five) employees or associates.

- e. Large Entity shall be any entity which is not considered as a Small Entity and is working in a commercial-manner. All Large Entities must purchase a License in terms of this Agreement.
- f. For the purposes of this Agreement, the term License shall deem to include one of the aforementioned versions of the Software License and shall be interpreted throughout this Agreement accordingly.

## 1. LIMITED LICENSE

- a. Subject to Your complete and ongoing compliance with all the terms and conditions set forth in this Agreement, including without limitation all license limitations and restrictions set forth herein, the Licensor hereby grants You the following limited, non-exclusive, non- transferable, non-sublicensable, revocable license to use, and (where applicable) authorize Your employees and other personnel to use, the unmodified Software solely for internal purposes (the “**License**”).
- b. The License granted in clause 1(a) above does not include the right to sublicense; provided, however, if you are an Independent Software Vendor (ISV) that has paid the additional ISV license fees in conjunction with downloading the Software, then You may redistribute the Software to your customers, but only as part of a customized server built, or a client application developed, by You under a written agreement with terms at least as restrictive as those contained in this Agreement. If any company or other legal entity (such as IT company) does not intend to purchase the License and does not intend that their client(s) continuously pay(s) the license price, such company or other legal entity may purchase ISV license.

- c. All current users of the Software License may continue using software in a Non-commercial manner, unless they are a Large Entity as defined under this Agreement, in which case, such entity shall be required to purchase commercial version of the License.
- d. If current user is legal entity such as IT company or similar legal entity that is solely developing and/or (re)selling software of any kind, it is required to purchase commercial version of Megabit Software License under the terms of this Software license agreement.
- e. Notwithstanding anything contained in this Agreement, the Software and its License shall be free for use if Your annual revenue is under \$ 1 Million. However, if Your annual revenue is over \$ 1 Million, You shall purchase commercial version of the License.

## **2. RESTRICTIONS**

- a. You acknowledge that the License does not include any right to: (i) redistribute (except as necessary to make a client available to your non-developer end users under clause 1(a) or ISV customers under clause 1(b) of this Agreement, sell, lease, license, or modify any portion of the Software; (ii) reproduce, distribute, publicly display, or publicly perform any part of the Software; (iii) modify the source code of any portion of the Software (other than modifications made in a non-production environment for usage in a non-commercial manner); or (iv) remove, obscure, interfere with or circumvent any feature of the Software, including without limitation any copyright or other intellectual property notices, security, or access control mechanism.
- b. You may only use the Software in connection with the number of clients and issuers for which you have previously paid.
- c. You may not use the Software for any purpose other than deploying it on one or more servers in a manner for which the Software is expressly designed.
- d. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or make any use of the Software except as expressly authorized in this Agreement.
- e. If You are prohibited under applicable law as well as Croatian obligation Act (Croatian public Gazette no. 35/05, 41/08, 125/11, 78/15, 29/18, hereinafter: Croatian obligation Act ) and Croatian Copyright Act (Croatian public Gazette no. 167/03, 79/07, 80/11, 125/11, 141/13, 127/14, 62/17, 96/18, hereinafter: Croatian Copyright Act) from using the Software, You may not use it, and You will comply with all applicable laws and regulations (including without limitation laws and regulations related to export controls) in connection with your use of the Software.

### 3. SUPPORT

- a. The Licensor will only be under an obligation to provide general support for the current major version of the unmodified Software (or the prior major version of the Software for one year after the release of the then-current major version of the Software) as follows:
  - i. A request for support related to a material, reproducible vulnerability or other defect in the Software may be made by You via our issue tracker: <https://github.com/Megabit/Blazorise> ("**Request**"); and
  - ii. Licensor shall use best efforts to resolve all reasonable Requests, but makes no guarantee that all Requests can be finally resolved. You shall not hold the Licensor liable for the same.
- b. Licensor shall not be under any obligation to provide support for:
  - i. instances of the Software deployed on unsupported platforms as specified in the documentation accompanying the Software;
  - ii. Requests not resulting from the ordinary use of the Software; or
  - iii. Requests resulting from the use of third-party products.
- c. Licensor shall not be under obligation to provide You with any individual or customized support services under this Agreement.
- d. In the event the Parties wish so, they may enter into a support contract which may be purchased separately by You from the Licensor for individual or customized support services with varying higher service levels than those provided herein.

### 4. EXPORT CONTROLS.

You hereby represent and warrant that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the Croatia Export Administration Act or any other export laws, restrictions or regulations (collectively referred to as the "**Export Laws**"). In addition, if the Software is identified as export controlled items under the Export Laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation (including Megabit d.o.o. – Rev. 4/2021 Page 4 of 6 without limitation Cuba, Iran, North Korea, Sudan, or Syria) and that You are not otherwise prohibited under the Export Laws from receiving the Software. Any use in violation of the foregoing limitations and restrictions is strictly prohibited, and unlicensed. You shall further hold the Licensor harmless for all damages occurred as a result of breach of this clause.

### 5. RESERVATION OF RIGHTS.

You hereby agree that the Software and all the components therein, are fully owned by Licensor. The Licensor has only licensed the Software to You and under no circumstances the same has been sold to You. You hereby agree and

acknowledge that the Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except for the limited rights of use granted herein, all right, title and interest to the Software, including all proprietary and intellectual property rights therein such as patent, copyright, and trademark rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Licensor.

**6. CONFIDENTIALITY.**

You hereby agree and acknowledge that the Software is the confidential and proprietary information of Licensor, and You may not, during the term of this Agreement or thereafter, disclose it to any third party, or to use it for any purpose other than as expressly provided herein, without a separate written agreement with Licensor authorizing You to do so. However, the Parties agree that the foregoing does not prevent You from making commercially available any Client that may include unmodified Software.

**7. FEEDBACK.**

If You provide the Licensor with any comments, bug reports, feedback, enhancements, or modifications proposed or suggested by You for the Software ("Feedback"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary You may include in any accompanying communication), and Licensor shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into future releases of the Software. You hereby grant Licensor a perpetual, irrevocable, transferable, sublicensable, nonexclusive license under all rights necessary to incorporate and use Your Feedback for any purpose, including to make and sell any products and services.

**8. TERM AND TERMINATION.**

- a. This Agreement shall remain in effect for 12 months (or such other time frame specified in your invoice or license key issued to you by Licensor) from the date You paid the License fee for the Software as applicable under this Agreement or downloaded it as a Small Entity, whichever the case maybe.
- b. However, Licensor may terminate this Agreement upon 30 days' advance written notice providing You the opportunity to cure, for any actual or suspected misuse or abuse by You of the Software or any material violation of this Agreement.
- c. You may also choose to terminate this Agreement for any reason by ceasing all use of the Software.
- d. Following any termination of this Agreement, You shall not be entitled to and not be provided any refund, in whole or in part, and You must immediately cease use of the Software, remove any instances of the Software from all clients, and be able to show evidence of such cessation to Licensor upon request immediately.

- e. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement.
- f. Notwithstanding the foregoing, should Licensor completely cease to do business (excluding transactions in connection with a sale of all or substantially all of Licensor's assets or stock, or in connection with a merger or other corporate reorganization), the term of this Agreement shall be perpetual only in relation to such clients that are deployed by You prior to the date of such cessation of business and without the need for any further payments.
- g. On the expiration or termination of this Agreement the License granted under this Agreement shall terminate with immediate effect unless Parties consensually agree to the contrary, or unless You purchase the License again before the termination date according to this Agreement.

## **9. PRICES AND PLANS**

- a. The prices regarding the payment fee of the Software of the Agreement, shall be accessible and visible on the public site of [Blazorise](#) under section "Prices" of the Licensor's public web site. The same shall be incorporated herein by reference and shall form an integral part of this Agreement.
- b. Prices of the Software are divided according the plans of which are at present (at the time of execution of this Agreement) 3 (three) main plans, as follows:
  - i. Community plan – which is used solely in non-commercial manner;
  - ii. Professional plan; and
  - iii. Enterprise plan, both used for commercial manner;
- c. All plans include detailed explanation of features, options and comparisons between each plan, and are available among the price and VAT tax if applicable on the public website of [Blazorise](#).
- d. The plans and prices specified above are subject to change and such changes shall be incorporated herein by reference.
- e. Small Entity may use the Software without any charges and in the same manner as all users who are using Software in non-commercial manner.

## **10. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.**

The Software and any support are provided on an "as is and where is" basis, without warranty of any kind. To the maximum extent permitted by applicable law, Licensor disclaims all warranties and conditions, express, implied, statutory or otherwise, including but not limited to implied warranties or conditions of fitness for a particular purpose, merchantability, title, quality, results, and non-infringement. Under no circumstances shall Licensor be liable for any consequential, special, indirect, incidental or punitive damages whatsoever

arising out of the use or inability to use the Software, even if Licensor has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. In no event will Licensor's aggregate liability for damages arising out of this Agreement or the terms exceed the amount paid by You for the Software. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to You. In such an event, the above limitations and exclusions will be enforced to the maximum extent permitted under applicable law.

## **11. INDEMNITY**

You agree to hold harmless and indemnify the Licensor and its affiliates, officers, directors, suppliers, licensors, and other customers from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such Parties in connection with or arising out of Your, or Your client's use or misuse of the Software in any manner whatsoever.

## **12. GOVERNING LAW; VENUE**

This Agreement shall be governed by and interpreted in accordance with the laws of Croatia. You hereby consent to submit to jurisdiction and venue exclusively in the Commercial court of Split, Croatia.

## **13. GENERAL PROVISIONS**

- a. You shall be entirely responsible for the payment of all taxes, duties, levies, and other charges including, but not limited to sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority (excluding Megabit d.o.o. – Rev. 4/2021 Page 6 of 6 any taxes based on the Licensor's income) with respect to the fees payable to Licensor in connection with this Agreement.
- b. This Agreement, including all attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter herein. This Agreement supersedes in its entirety any and all other agreements or negotiations, oral or written between the Parties.
- c. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof.
- d. You agree that in the event of a breach or threatened breach of this Agreement, Licensor may suffer irreparable harm and will be entitled to specific performance, and preliminary and/or permanent injunctive relief to enforce this Agreement without the need to post bond and that such relief shall be in addition to, and not in lieu of, any monetary damages or other relief a court of competent jurisdiction, whether the law may award.

- e. This Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. In absence of any situation that has been not regulated by this Agreement or by the consent of the parties of this Agreement in accordance with clause 13(b) of this Agreement, it shall be regulated by Croatian obligation Act and Croatian Copyright Act.