End User Agreement

Last update: Mar 6th, 2024

This End-User Agreement (this "**EUA**") is a binding agreement between you (the single user individual or entity signed below) and **Spica Solutions Sp. z o. o. Sp. K**. and any of its affiliates (as applicable) (the "**Company**") regarding the use of the "**Ruby on Rails Agent for DT**" (as defined herein). By installing and/or using all or any portion of the "**Ruby on Rails Agent for DT**" and/or the Product (as applicable), you accept all the terms and conditions of this EUA.

THE COMPANY PERMITS YOU TO USE THE "**Ruby on Rails Agent for DT**" ONLY IN ACCORDANCE WITH AND SUBJECT TO YOUR FULL AGREEMENT AND COMPLIANCE WITH THE TERMS OF THIS EUA. THE USE OF THE "**Ruby on Rails Agent for DT**" IS SUBJECT SOLELY TO THE TERMS OF THIS EUA (AS MAY BE AMENDED FROM TIME TO TIME BY PROVIDING YOU A WRITTEN NOTICE) AND THE PROVISIONS OF THIS EUA SHALL PREVAIL ANY CONTRADICTING PROVISION, NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER ANY DOCUMENT EXCHANGED OR SIGNED BETWEEN YOU AND THE COMPANY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EUA, DO NOT INSTALL OR USE THE „RUBY ON RAILS AGENT FOR DT". INSTEAD, PROMPTLY CONTACT THE RESELLER FOR INSTRUCTIONS ON RETURNING THE PRODUCT AND/OR THE „RUBY ON RAILS AGENT FOR DT" AS APPLICABLE (IN ACCORDANCE WITH THE RETURN POLICIES. ANY USE OF THE PRODUCT AND/OR THE „RUBY ON RAILS AGENT FOR DT" WILL CONSTITUTE YOUR AGREEMENT TO THIS EUA.

The term "**Ruby on Rails Agent for DT**" in this EUA shall refer to the „Ruby on Rails Agent for DT" components embedded within any the Company Product or the „Ruby on Rails Agent for DT" (as applicable) purchased by you, including, its binary code, compilation of data, visual display resulting from the operation of the „Ruby on Rails Agent for DT", any associated materials, equipment, systems, specifications and documentation, and any upgrades, modified versions, updates and additions thereof, if any (collectively, the "**Updates")**.

The term "**Product**" in this EUA shall refer to the Company's product purchased by you in which the „Ruby on Rails Agent for DT" in embedded or the „Ruby on Rails Agent for DT" (as applicable).

1. **Grant of Right to Use**. Subject to your full compliance with the terms of this EUA, by subscribing to the service the Company grants you a limited, personal, non-exclusive, non-transferable, non-sub-licensable single user license to use the „Ruby on Rails Agent for DT" either embedded in the Product or as a standalone „Ruby on Rails Agent for DT" (as applicable). Without derogating the generality of the aforementioned, the „Ruby on Rails Agent for DT" may be used solely in executable form and solely for your internal business purposes and you may not make any commercial use of the „Ruby on Rails Agent for DT", nor grant any third party any right to use the „Ruby on Rails Agent for DT", whether or not for consideration. The conditions of this EUA apply to any update, upgrade and additional component added to the „Ruby on Rails Agent for DT" provided to you. In the case that these include a separate end user agreement, its conditions will be in addition to the conditions of this EUA, unless a separate agreement mutually executed by the parties specifies explicitly that its conditions prevail over this EUA.

2. **No Ownership**. All other rights in the „Ruby on Rails Agent for DT" are expressly reserved by the Company. You have no ownership rights, interest, title or other proprietary rights in the „Ruby on Rails Agent for DT". Rather, you have a right to use the „Ruby on Rails Agent for DT" pursuant to the terms of this EUA. Ownership of the „Ruby on Rails Agent for DT" and all other rights, title and interests of the „Ruby on Rails Agent for DT", including all copyrights, trade secrets, and other intellectual property rights, shall remain at all times solely with the Company and this EUA does not convey to you any interest in or to the „Ruby on Rails Agent for DT", except for a limited right of use as set forth herein, revocable and/or terminable in accordance with the terms of this EUA. Nothing in this EUA constitutes a waiver of the Company's intellectual property rights under any law. If you contact the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the „Ruby on Rails Agent for DT" or the Product (as applicable) (collectively, "Feedback"), such Feedback shall be deemed non- confidential, and the Company shall have a non-exclusive, royalty free, worldwide and perpetual right to use or incorporate such Feedback into the „Ruby on Rails Agent for DT" and/or other current or future products or services of the Company or its affiliates (without your approval and without further compensation to you). The Company may collect, disclose, publish, and use in any other manner data and anonymous information which derives from the use of the „Ruby on Rails Agent for DT" or the Product (as applicable) (i.e., non-identifiable information, aggregated and analytics information, vulnerability data) ("Analytics Information")) without referencing to you in any manner, to provide and improve the Company's products, programs, and services and for any legitimate business purpose. The Company is and shall remain the sole owner of the Analytics Information.

3. **Confidentiality**. You acknowledge that the „Ruby on Rails Agent for DT" contains confidential and proprietary information and trade secrets of the Company and agree that any unauthorized disclosure, use, or copying of the „Ruby on Rails Agent for DT" may cause the Company serious financial loss. Accordingly, you shall treat the „Ruby on Rails Agent for DT" as confidential and arrange proper and secure storage of said „Ruby on Rails Agent for DT" in the same manner as you own confidential material of like nature.

4. **Copyrights**. The „Ruby on Rails Agent for DT" contains material that is protected by applicable copyright and trade secret laws and by international treaty provisions. All copyright or any other proprietary notices placed on or contained within the „Ruby on Rails Agent for DT" shall be maintained, and you may not alter, remove, modify, or suppress any such proprietary notice of the Company. You will also ensure that all such proprietary notices and confidentiality legends appear on all copies of the „Ruby on Rails Agent for DT".

5. **Data Privacy**. The Company does not collect through the „Ruby on Rails Agent for DT" any direct personal data relating to you or other natural persons. If any of your personal data is uploaded, stored, maintained, and/or shared by using the „Ruby on Rails Agent for DT" or the Product (as applicable), you are solely responsible for ensuring that your use of the „Ruby on Rails Agent for DT" is   in accordance with applicable privacy laws, and you give the Company authorization to use your personal data for the operation of the „Ruby on Rails Agent for DT".

6. **Updates**. The Company, at its discretion, may provide Updates to the „Ruby on Rails Agent for DT". All Updates are provided to you on an exchange basis. You agree that by using any Update you voluntarily terminate your right to use any previous version of the „Ruby on Rails Agent for DT".

7. **Restrictions**. Other than the rights expressly provided hereunder to you, no other rights or interests whatsoever in the „Ruby on Rails Agent for DT" are transferred or granted to you. Without limiting the foregoing, you undertake not to, and not to allow or aid to any third party, to: (i) use the „Ruby on Rails Agent for DT" for any purpose other than the purpose explicitly set forth hereunder, or other than in compliance with the terms of this EUA; (ii) publish, display, disclose, sell, resell, distribute, rent, lease, license (or sub-license), assign, transfer, pledge, share your rights under this EUA or donate the „Ruby on Rails Agent for DT"; (iii) copy (except as allowed under this EUA), alter or reproduced the „Ruby on Rails Agent for DT" or the documentation which accompanies the „Ruby on Rails Agent for DT" or create derivative works based on the „Ruby on Rails Agent for DT" or any part thereof; (iv) develop any other product containing any of the concepts or ideas contained in the „Ruby on Rails Agent for DT"; (v) modify, alter, reverse engineer, revise, enhance, dissemble or decompile the „Ruby on Rails Agent for DT" or any part thereof, or incorporate the „Ruby on Rails Agent for DT" into any other „Ruby on Rails Agent for DT", or, if applicable, extract the „Ruby on Rails Agent for DT" from the Product within which it is embedded, or attempt to create the source code or underlying ideas or algorithms from the object code of the „Ruby on Rails Agent for DT"; (vi) transmit the „Ruby on Rails Agent for DT" over any network or between any devices, although you may use the „Ruby on Rails Agent for DT" to make such transmissions of other materials; (vii) remove or otherwise alter any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the „Ruby on Rails Agent for DT" or the Product (as applicable); or (viii) ship, transfer or export the „Ruby on Rails Agent for DT" into any country, or make available or use the „Ruby on Rails Agent for DT" in any manner which in violation of applicable export control laws, restrictions or regulations. Please be aware that your use of the open-source codes and third-party „Ruby on Rails Agent for DT" embedded within the Company's product is subject to the terms of the acknowledgements and licenses applicable thereto, details of which are available upon written request. Such third-party „Ruby on Rails Agent for DT" is provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the „Ruby on Rails Agent for DT" or any portion thereof (except for the third-party „Ruby on Rails Agent for DT" contained therein) be deemed to be "open source" or "publicly available" „Ruby on Rails Agent for DT". A list of third-party „Ruby on Rails Agent for DT" is available in the „Ruby on Rails Agent for DT" or its documentation (the "About Box") and will be updated from time to time. The licenses of certain third-party „Ruby on Rails Agent for DT" may require the provision of the source code of such. With respect to any licenses of third-party „Ruby on Rails Agent for DT" that require the provision of the open-source code of such, the Company will provide you and any third party, during a period set forth by each such license, for a charge of no more than the Company's cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, on a medium customarily used for „Ruby on Rails Agent for DT" interchange. For that purpose, you should contact the Company at: SALES@SPICASOLUTIONS.PL

8. **Reference Customer.** You agree that the Company may identify you as a user of the „Ruby on Rails Agent for DT" or the Product (as applicable) and use your trademark and/or logo (i) in sales presentation, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by the Company on Company's website and other promotional channels for promotional purposes.

9. **No Warranty.** THE COMPANY GRANTS NO WARRANTY WITH RESPECT TO THE „RUBY ON RAILS AGENT FOR DT", TO YOU OR TO ANY OTHER PERSON OR ENTITY, EITHER EXPRESS IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE „RUBY ON RAILS AGENT FOR DT" WILL BE UNINTERRUPTED, ERROR- FREE, OR COMPLETELY SECURE. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, THE „RUBY ON RAILS AGENT FOR DT" IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE COMPANY DOES NOT WARRANT AND REPRESENT THAT THE OPERATION OF THE PRODUCT OR THE „RUBY ON RAILS AGENT FOR DT"

(AS APPLICABLE) WILL BE UNINTERRUPTED OR ERROR FREE.

10. **Disclaimer of Damages**. IN NO EVENT AND UNDER NO CIRCUMSTANCES, SHALL THE COMPANY BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR LOSSES, COSTS, PENALTIES, ATTORNEYS FEES RESULTING FROM ANY EXPOSURE AND/OR LOSS OF DATA, FAILURE IN PROTECTING DATA, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, SAVINGS, USE, OPPORTUNITY, TAXES AND PENALTY TAXES, OR REVENUES OF ANY KIND), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), EVEN IF YOU NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. NOTWITHSTANDING ANYTHING IN THIS EUA TO THE CONTRARY, THE COMPANY'S AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES' SOLE, EXCLUSIVE AND MAXIMUM AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED $100.

The limited warranty, limited liability and exclusive remedies provisions set forth herein are fundamental elements of this EUA, and you accept and confirm that the Company would not be able to provide the „Ruby on Rails Agent for DT" on an economic basis without such limitations.

11. **Termination**. This EUA is effective upon downloading, installing, operating, or otherwise using the „Ruby on Rails Agent for DT" or the Product (as applicable). Notwithstanding anything to the contrary herein, this EUA is effective until terminated pursuant to the provisions of this Section. You may terminate this EUA at any time by destroying or returning to the Company all copies of the „Ruby on Rails Agent for DT" in your possession or under your control and in any event providing written notice to the Company which would confirm that you have acted in accordance with the provisions hereof. The Company may terminate this EUA, and the license granted hereunder, if the Company finds that you have violated the terms of this EUA, or in case of nonpayment of the applicable fees for the „Ruby on Rails Agent for DT" or the Product (as applicable) at the time due. Upon notification of termination, you agree to destroy or return to the Company all copies of the „Ruby on Rails Agent for DT" in your possession or under your control and to certify in writing, inter alia, that all known copies, including backup copies of the „Ruby on Rails Agent for DT" have been destroyed or returned. All provisions relating to proprietary rights and limitation of warranty and liability shall survive the termination of this EUA.

12. **Governing Law**. This EUA will exclusively be governed by and construed in accordance with the substantive laws in the State of POLAND, without regard to its conflict of law rules. The respective courts of WARSZAWA, POLAND, shall have exclusive jurisdiction over all disputes arising from or relating to this EUA.

13. **General Provisions**. (i) you may not assign or transfer any rights or obligation in this EUA without the prior written consent of the Company. Any attempted assignment or transfer in violation of this Section will be deemed void. The Company expressly reserves the right to assign this EUA to an acquirer of or successor to substantially all of its business assets related to this EUA and/or to the „Ruby on Rails Agent for DT" or the Product (as applicable);
(ii) if any part of this EUA is found void and/or unenforceable, it will not affect the validity of the balance of this EUA, which shall remain valid and enforceable according to its terms (unless it renders the right contemplated hereby impracticable);
(iii) Updates may be provided to you by the Company with additional and/or different terms; (iv) any waiver, modification or amendment of any provision of this EUA shall be effective only if in writing and signed by the parties hereto; (v) no delay or omission by the Company in exercising any right under this EUA shall operate as a waiver of that or any other right; (vi) nothing in this EUA, express or implied, shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

IN WITNESS WHEREOF the end-user has signed this EUA as of the date first hereinabove set forth.

_____ [End-User]   _____ [SPICA SOLUTIONS]

By: _____   By: _____

Title: _____   Title: _____