

END-USER LICENSE AGREEMENT

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1.3. Evaluation Licenses. In the event you obtained a trial or evaluation version of the Software, it will come with a trial activation key that activates the Software for a limited time period (the “Trial Period”) or for a limited amount of resources. You may use the Software during the Trial

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1.4. Copies and Modifications. Except and solely to the extent that such a restriction is prohibited under applicable law, you may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. No copies of the Software, Documentation, or license keys, or any portions thereof, except backup copies created from live servers, may be made by you or any person under your authority or control.

1.5. Assignment of Rights. You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, without prior written consent of Jelastic, except that you may transfer this Agreement in full in connection with the sale of all or substantially all of the assets of the entity related to this Agreement, provided that the assignee assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed prior to the assignment. Jelastic may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

1.6. Support and Maintenance Services; Updates. Jelastic provides only limited support or maintenance services under this Agreement. You acknowledge that Jelastic has no express or implied obligation to announce or make available any updates, enhancements, modifications, revisions, or additions to the Software and that this Agreement does not give you any rights in or to any of the foregoing. Jelastic may offer full support and/or maintenance services separately for an additional fee. If you have purchased Jelastic support and/or maintenance services with the Software, these services are provided to you under the terms and conditions accompanying the applicable service. Any supplemental software code or related materials that Jelastic provides to you as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement.

2. Intellectual Property and Confidentiality.

2.1. Use Reporting, License Violations and Remedies. Jelastic reserves the right, and you authorize Jelastic, to gather data on key usage including license key numbers, Authorized Device IP addresses or other applicable device identifier (including MAC address or UDID) and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Jelastic reserves the right to remedy violations of any of the terms of this Agreement immediately upon discovery, by charging the then current list price of unauthorized keys to the payment instrument used to make the original, authorized purchase, or by any other means necessary, including remotely disabling the Software. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be a violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2. License Automatic Update and Expiration. Your license may include an expiration date that can result in the termination of the license. For permanent (non-lease) license keys, the license updates automatically except if Jelastic determines that a license is used in violation of the terms of this Agreement. If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Jelastic of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to

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2.3. Proprietary Rights to Software and Trademarks. You acknowledge that the Software and the Documentation are proprietary to Jelastic, and the Software and Documentation are protected under United States copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and Jelastic, Jelastic and its third party licensors own and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of Jelastic, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that Jelastic uses in connection with the Software or with services rendered by any of Jelastic entities, official resellers or distributors are marks owned by Jelastic. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

2.4. Platform Domain. This Agreement does not grant you any ownership or other rights to the default domain name of the Jelastic installation on the chosen cloud infrastructure provider. Default domains provided automatically with the installation are owned by Jelastic.

2.5. Confidentiality. You shall permit only authorized users, who possess rightfully obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party, or use the Software, Documentation, or any license key for any purpose other than exercising rights expressly granted to you hereunder. You agree to cooperate with and assist Jelastic in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

2.6. Consent to Use Data. You agree that Jelastic may collect and use technical data and related information – including but not limited to technical information about your device, system and application software, and peripherals – that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. Jelastic may use this information in accordance with Jelastic Privacy Policy to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development, and for the other purposes described in this Agreement or to you as part of our products and services.

In addition, Jelastic may access, collect, record and use the data that can qualify as personal information (such as admin email address) in order to identify your license, provide the required technical support or product updates notifications.

2.7. Audit Rights. During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, Jelastic may audit, upon written notice to you, your books, records, and computing devices to determine your compliance with this Agreement and your payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by you of more than five percent (5%) of the license fees due to Jelastic in the period being audited, or that you have breached any term of this Agreement, then, in addition to any other rights and remedies Jelastic may have, you will promptly pay to Jelastic any underpayments plus the cost of the audit.

3. **3. License Fees.** The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on Jelastic website and Jelastic webpage at cloud infrastructure provider's website. License fees for term-based licenses are due prior to the commencement of the applicable term, and may be re-billed to the payment instrument you used for your initial purchase upon the commencement of any renewal term. The license fees paid by you are paid in consideration of the license granted under this Agreement. License sales are final and Jelastic does not refund license fees under any circumstances. By accepting this Agreement you fully understand that once license fee payment is made to Jelastic you will have no recourse for receiving a refund of any part of the fees.
4. **4. Term and Termination.** This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the "Term"). Term-based licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term. Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and you agree that in any such case Jelastic may, in addition to any other remedies it may have at law or in equity, remotely disable the Software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to Jelastic and ceasing use of the Software and Documentation. Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the Software and either return to Jelastic the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Jelastic.
5. **5. Indemnification.** You will, at your own expense, indemnify and hold Jelastic, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, Claims), arising out of any use of the Aggregated Package (as defined below) by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.
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7.1. Warranty Disclaimer. THE AGGREGATED PACKAGE AND DOCUMENTATION ARE LICENSED "AS IS," AND JELASTIC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS,

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7.2. Limitation of Liability. IN NO EVENT SHALL JELASTIC BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS), WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF JELASTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL JELASTIC' TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3. Certain Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OR EXCLUSION OF CERTAIN TYPES OF WARRANTIES, DAMAGES, OR LIABILITIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 7 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

8. 8. General Terms

8.1. Feedback. If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to Jelastic ("Feedback"), regardless of any accompanying communication, Jelastic has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, Jelastic and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and you waive and agree not to assert any so-called "moral rights" you may have in the Feedback.

8.2. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, USA, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within California. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.3. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible

the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.

8.4. Survival. Articles 2, 5, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

8.5. Headings. The Article and Section headings contained in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.6. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.7. Amendment. Jelastic reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on <https://jelastic.com> and (or) on Jelastic webpage at cloud infrastructure provider's (Partner) website, provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon the earlier of (i) your first use of the Software with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on <https://jelastic.com> and (or) on Jelastic webpage at Partner's website. If there is a conflict between this Agreement and the most current version of this Agreement, posted at <https://jelastic.com> and (or) on Jelastic webpage at Partner's website, the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement. If you do not accept amendments made to this Agreement, then it is your responsibility to terminate this Agreement pursuant to Section 4.

8.8. Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Jelastic. You shall reimburse Jelastic for the amount of any such taxes or duties paid or incurred directly by Jelastic as a result of this transaction, and you agree that Jelastic may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

8.9. Export Controls. You may not use, export, re-export, import, sell or transfer the Software except as authorized by United States (U.S.) law, the laws of the jurisdiction in which you obtained the Software, and any other applicable laws and regulations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical and electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to Jelastic as well as end-user, end-use, and destination restrictions imposed by U.S. and/or foreign governments. You also agree that you will not use the Software for any purposes prohibited by U.S. law and the laws of the jurisdiction in which you obtained the Software, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

8.10. United States Government Use Rights. The Software as defined herein and any related technical data, including manuals and Documentation, are commercial as defined in the Federal Acquisition Regulation (FAR) at 2.101. If the Software is acquired by or on behalf of an agency, department, or other entity of the U.S. Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer ("use") of the Software, and any

related technical data of any kind, including manuals and Documentation, no matter how received by the Government, is restricted by the terms and conditions of this Agreement in accordance with FAR 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. All other use is prohibited.

8.11. Governing Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

8.12. Trademark Notice. The Jelastic logo and Jelastic are registered trademarks in the United States and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.

8.13. Contact Information. You may contact Jelastic for more information about the Software, other Jelastic products and services by visiting our website: <https://jelastic.com>

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