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- If you wish to evaluate or use the Megabit software libraries in a **Non-Commercial Manner***, you may download and access the source and/or binaries at no charge under the [APACHE License](#) (the “APACHE”);

or

- If you are a **Small Entity**** and wish to use the Megabit software libraries, you may download and use them (without any payment) in **Non-Commercial Manner**,

or

- If you wish to use the Megabit software libraries commercially for one year, you may download and use them with the appropriate payment under the Software License Agreement below.

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****Small Entity** is considered as: (i) an individual, or a business entity that generates less than US\$1M per year in gross revenues from all commercial activities (including all your affiliates).

MEGABIT SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“**Agreement**”) is a legal agreement between you (either as an individual or a single entity (“**You**”)) and Megabit d.o.o. (“**Licensor**”) 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 (the “**Software**”).

References to “You” herein shall refer to You, and/or the entity on whose behalf You are using the Software, and all individual developer-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. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SOFTWARE.

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- 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, Licensor 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.
- b. The License granted in Paragraph 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, and/or a Client application developed, by You under a written agreement with terms at least as restrictive as those contained in this Agreement.

2. RESTRICTIONS

- a. You acknowledge that the licenses granted in Paragraph 1 do not include any right to: (i) redistribute (except as necessary to make a Client available to your non-developer end users under Paragraph 1A or ISV customers under Paragraph 1B), 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.
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3. SUPPORT

- a. Licensor will only 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 will use best efforts to resolve all reasonable Requests, but makes no guarantee that all Requests can be finally resolved.
- b. Licensor shall not provide support for: instances of the Software deployed on unsupported platforms as specified in the documentation accompanying the Software; Requests not resulting from the ordinary use of the Software; or Requests resulting from the use of third-party products.
- c. Licensor will not provide You with any individual or customized support services under this Agreement.
- d. A support contract may be purchased separately from Licensor for individual or customized support services with varying higher service levels than those provided herein.

4. EXPORT CONTROLS. You 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, “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.

5. **RESERVATION OF RIGHTS.** The Software is owned by Licensor and licensed, not sold, to You. 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 patent, copyright, and trademark rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Licensor.
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7. **FEEDBACK.** If You provide 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.** **This Agreement will 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: (i) paid the license fee for the Software; or (ii) downloaded it as a Small Entity.** However, Licensor may terminate this Agreement upon 30 days’ prior written notice allowing 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. You may also choose to terminate this Agreement for any reason by ceasing all use of the Software. Following any termination of this Agreement, You will 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. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement. Megabit d.o.o. – Rev. 4/2021 Page 5 of 6 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 as to Clients previously deployed by You prior to the date of such cessation of business and without the need for any further payments.

On the expiration or termination of this Agreement the Software license granted under this Agreement will terminate with immediate effect unless parties consensually agree differently, or unless the user purchased the license again before the termination date according this Agreement.

9. PRICES AND PLANS

Full prices regarding the payment fee of the Software – section 8. Of the Agreement, shall be accessible and visible on the public site of [Blazorise](#) under section “Prices” of the Licensor’s public web site. Prices of the Software are divided according the plans of which are currently 3 (three) main plans are listed, and are subjected to changes:

- Community plan – which is used solely in Non-Commercial manner;
- Professional plan;
- and Enterprise plan, both used for Commercial manner;

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](#).

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” 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 will 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 indemnify 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 Clients or your use or misuse of the Software.

12. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the Commercial Courts, Croatia, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the Commercial court of Split, Croatia.

13. GENERAL PROVISIONS.

- a. You will be 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 contains the entire agreement between You and Licensor, supersedes any other agreement or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.
- c. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
- 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 paragraph 13. b. (GENERAL PROVISIONS), it shall be regulated by Croatian obligation Act and Croatian Copyright Act.