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HARIKUBE

HariKube - End User License Agreement (Pro/Enterprise Edition)

This End User License Agreement ("***EULA***") governs the use of the HariKube software, and any associated updates, modules, or portions thereof ("***Software***") provided by inspirNation Bt., Levente utca 14 A. ép., 2161 Csomád, Hungary ("***Licensor***") to licensees, business users, and their affiliates ("***Licensee***"). This EULA applies to all commercial versions of the Software, unless superseded by a higher-ranking agreement.

1. Subject of this EULA, Ranking and Precedence

1.1 The Software assists organizations in distributing database loads across multiple vendor-neutral databases and supports Kubernetes extensions.

1.2 If the Licensee has entered into a separate, signed agreement with the Licensor or its authorized resellers (for example, an enterprise contract or master agreement), that agreement shall have priority in the event of any conflict with this EULA. This EULA is subordinate to, and supplements, such higher-ranking agreements. In the absence of such an agreement, the terms of this EULA apply exclusively.

1.3 The Licensee’s own general terms and conditions are hereby excluded. Any deviating, conflicting, or supplementary terms and conditions of the Licensee shall only become part of this agreement if, and to the extent that, the Licensor has expressly agreed to their validity in writing. This requirement of express written consent also applies if the Licensor, with knowledge of the Licensee's terms and conditions, accepts payments from the Licensee without reservation, performs the service without reservation, or acts similarly.

2. Granting of Rights

2.1 The Licensor retains all intellectual property rights to the Software (i.e. patents, designs, copyrights including copyright in software, database rights and any other intellectual property rights). The Licensor has filed a patent application with the European Patent Office in connection with the Software under application number EP24223023.3 and is the sole owner of all intellectual property rights relating thereto.

2.2 The Licensor is the sole owner of all intellectual property rights in the Software. All results, improvements and new developments and all intellectual property rights embodied therein or resulting therefrom (collectively the **"*Developments*"**) belong exclusively to the Licensor. This also applies if such Developments are based on suggestions, feedback, requirements, ideas, contributions, comments or other input from the Licensee and/or the Licensee's users.

2.3 The Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Software in object code format, subject to full compliance with this EULA and higher ranked agreements and, if applicable, payment of the agreed license fees. This right of use applies to both (a) license purchases (transfer for an indefinite period) and (b) subscriptions (transfer for a limited period). In case of doubt, the transfer is deemed to be for a limited period (subscription) unless expressly agreed otherwise in writing. All intellectual property rights remain with the Licensor. Customary backup copies are permitted.

2.4 The Licensee is in particular not allowed to

2.4.1 use, exploit and/or copy the Software in whole and/or in part for any own and/or third-party commercial and/or non-commercial purpose other than permitted according to Section 4.3;

2.4.2 make the Software available for use to the public by wire or wireless means in such a way that it is accessible to members of the public from places and at times of their choice (*making it publicly available*),

2.4.3 assign, transfer, and/or sublicense Software in whole and/or in part to affiliates of the Licensee and/or third parties;

2.4.4 distribute, demonstrate and/or make available the Software in whole and/or in part to affiliates of the Licensee and/or any third parties against payment and/or free of charge;

2.4.5 reverse engineer, decompile, modify, edit and/or otherwise rework the Software in whole and/or in part and/or develop and/or create derivative works of the Software and/or to use and/or exploit the results created thereby; and

2.4.6 remove or alter copyright, trademark, or other proprietary rights notices.

3. Support and Updates

The Licensor may, at its discretion, provide updates, upgrades, or new versions of the Software. If support and maintenance services are to be provided, these are governed by a separate service level agreement. Absent such an agreement, support is provided at the Licensor’s discretion.

4. Fees and Payment Terms

4.1 The granting of rights under this EULA is subject to the Licensee’s payment of the applicable license fees, unless otherwise agreed in writing. Failure to pay on time entitles the Licensor to suspend the Licensee's rights to use the Software.

4.2 For both license purchase and subscription arrangements, all payments are due within fourteen (14) days of receipt of the corresponding invoice. All prices are net amounts in euros; value-added tax (VAT), withholding tax, customs duties, and similar charges are not included and shall be borne exclusively by the Licensee.

4.3 The Licensor is entitled, at its reasonable discretion, to adjust the remuneration for recurring services (such as subscription fees and service fees) payable by the Licensee under this EULA to reflect changes in the Licensor's cost structure relevant to price calculation. Such adjustments may result in either an increase or a decrease in the remuneration for recurring services. Factors taken into account include, in particular, costs charged by third-party providers (such as language model providers), administrative expenses, costs for maintaining and operating the Licensor's IT infrastructure, general overhead (including sales and marketing expenses, personnel costs, rent, fees for external service providers), as well as financing costs, taxes, fees, and other charges relevant to the total cost calculation. The Licensor will apply both cost increases and reductions with equal effect on the remuneration. All changes to the remuneration will be communicated to the Licensee via email and shall take effect no earlier than thirty (30) days after such notification. If the adjustment results in an increase of more than ten percent (10%) in remuneration, The Licensee has the right to object in writing to any increase in remuneration exceeding ten percent (10%) within six (6) weeks following notification of such increase. In the event of such an objection, the Licensor may terminate the agreement with a notice period of four (4) weeks from receipt of the Licensee's written objection. The termination shall take effect two months after its declaration; however, at the earliest from the date on which the new remuneration is to apply.

5. Audit Rights and License Verification

5.1 The Licensor is entitled to verify, at its reasonable discretion and upon prior notice of at least fourteen (14) days, the Licensee's compliance with the present EULA, including the proper scope of use and payment of license fees. For this purpose, the Licensee shall, upon request, provide the Licensor with all information and documentation necessary for such verification, in particular with regard to the number of users, instances, or installations as contractually agreed.

5.2 In addition, the Licensor is entitled to carry out an on-site audit at the Licensee's business premises during normal business hours. The audit may be conducted by the Licensor or an impartial third party bound to confidentiality, provided that such third party is not a direct competitor of the Licensee. The audit must be conducted in a manner that minimizes interference with the Licensee's business operations. The Licensee must cooperate and grant reasonable access to relevant systems and records. The Licensor may also require the Licensee to implement and use a license measurement tool provided by the Licensor for monitoring and verifying the scope of use.

5.3 If the audit or review reveals unauthorized use or underpayment of license fees, the Licensee shall promptly pay the outstanding license fees and, where applicable, the statutory interest. If the excess usage exceeds five percent (5%) of the contractual scope in a given audit period, the Licensee must also reimburse the Licensor for reasonable audit costs. Additional claims and rights of the Licensor remain unaffected.

5.4 Both parties shall treat all information obtained during the audit as confidential, unless the disclosure is required by law or for the enforcement of claims under this EULA.

6. Responsibilities | Warranties | Liability

6.1 The Licensee shall inform itself about the correct operation of the Software and its technical requirements.

6.2 To manage customer registration and the contractual relationship, the Licensor utilizes third-party Customer Relationship Management (CRM) systems (specifically Salesforce) as well as its own proprietary internal account management platform. The Licensor ensures that all personal data processed within these systems is handled in strict compliance with the EU General Data Protection Regulation (GDPR).

6.3 Licensor’s Warranty Obligations:

6.3.1 The Licensor warrants that the Software will, for a period of twelve (12) months from delivery, substantially conform to the documentation published by the Licensor at the time of contract conclusion. Any further warranty, including for defects not covered by this documentation, is excluded to the maximum extent permitted by law.

6.3.2 The Licensee is obliged to notify the Licensor of any defects without undue delay and in writing, providing a detailed description of the defect.

6.3.3 This warranty does not cover defects resulting from improper, unauthorized, or non-intended use of the Software, or from external influences beyond the control of the Licensor, including, but not limited to, modifications by the Licensee or third parties or operation in an environment not compliant with the documented system requirements.

6.3.4 Warranty claims of the Licensee shall become time-barred within one (1) year, commencing from the date of delivery of the defective item of performance. By way of exception, the statutory limitation periods shall apply in cases of intentional conduct or gross negligence, in the event of injury to life, body, or health resulting from a defect caused by slight negligence, or if the Licensor has assumed a guarantee for the quality of the contractual performance. Any limitation of liability for damages and wasted expenditures shall be governed exclusively by Section 6.5.

6.4 The Licensee shall ensure that data is regularly backed up. The Licensor's liability for loss of data, if a liability arises according to the applicable law, shall be limited to the cost of restoring the data if it had been properly and regularly backed up.

6.5 Licensor’s Liability:

6.5.1 The Licensor is liable in accordance with the statutory provisions in the event of gross negligence, intent, fraudulent intent or a guarantee promise as well as in the event of injury to life, limb or health. Liability under the applicable product liability laws shall also remain unaffected.

6.5.2 In all other cases, the Licensor shall only be liable for the negligent breach of a material contractual obligation, i.e. an obligation that is essential for achieving the purpose of the contract (*cardinal duty*). In the latter case: (i) the liability of the Licensor shall be limited to the amount of damage that is foreseeable and typical for the contractual relationship; (ii) compensation for lost profits is excluded; and (iii) the liability is limited to a maximum total amount of EUR 100,000.

6.5.3 In cases of liability arising from intent, gross negligence, injury to life, body, or health, or under the German Product Liability Act, the statutory limitation periods shall apply. In all other cases, claims for damages or reimbursement of futile expenses - whether arising from contractual or non-contractual liability - shall become time-barred after one (1) year. The limitation period shall commence at the time when the claimant becomes aware, or should reasonably have become aware through gross negligence, of the other party's breach of duty. In any event, the limitation period shall begin no later than five (5) years from the date on which the relevant claim arose.

6.6 The limitation of liability pursuant to Section 6.4 and 6.5 shall also apply to the personal liability of the Licensor's employees, representatives and executive bodies.

7. Change to the Services and Terms of Use

7.1 The Licensor reserves the right to amend the scope of recurring services (including subscription and support services) and the corresponding provisions of this EULA, provided that such amendments are necessary to reflect changes not foreseeable at the time of contract conclusion - particularly changes in technical or legal requirements. In carrying out such amendments, the Licensor will appropriately consider the legitimate interests of the Licensee. The Licensor may, at any time, unilaterally extend the functionality of the services.

7.2 The Licensee will be notified of any amendments in advance via email. Amendments shall be deemed accepted and take effect for the future unless the Licensee objects in writing within four (4) weeks of receipt of the notification. If the Licensee objects within the specified period, the Licensor is entitled to terminate the contractual relationship for cause with a notice period of four (4) weeks, provided the Licensor has informed the Licensee of the consequences of non-objection and the right of termination within the notification of amendment.

7.3 Any amendment to the essential subject of the Agreement or principal performance obligations that would fundamentally alter the contractual structure is excluded from this right to amend. In such cases, the Licensor will inform the Licensee of the proposed changes and offer continuation of the contractual relationship under the amended conditions.

8. Term of Contract | Termination

8.1 Unless expressly agreed otherwise in writing, the minimum contract term for subscription services shall be one (1) year. Upon expiry of the initial contract term, the subscription

shall be automatically renewed for additional periods equivalent to the initial contract term, but in no event for more than twelve (12) months at a time, unless terminated by either party with one (1) month's prior written notice to the end of the respective term.

8.2 The right to extraordinary termination for good cause remains unaffected. The Licensor is especially entitled to terminate the agreement without notice for good cause if the Licensee fails to fulfil its payment obligations despite a reasonable grace period or if the Licensee seriously infringes the Licensor's intellectual property rights, including but not limited to unauthorized use, reproduction, modification, or distribution of the Software and related materials.

8.3 Upon termination of the contract, all rights of use granted under this EULA shall expire upon the effective date of termination.

8.4 Upon termination of the contract, the Licensee shall immediately cease all use of the Software and uninstall any copies from its systems.

9. Export Control and Sanctions

Each party undertakes, in connection with the Software and related services, to (i) comply with all applicable export control laws and regulations and applicable economic and financial sanctions of the European Union, the United States of America, and any other jurisdictions relevant to their business relationship; (ii) refrain from knowingly undertaking any action that could cause the other party or its affiliates to breach such laws or regulations; (iii) provide reasonable assistance, documentation, and information to the other party upon request; (iv) promptly notify the other party of any loss of license or authorization, or of any actual or potential investigations or breaches relating to said laws or regulations; (v) avoid any business activities with individuals or entities subject to relevant sanctions lists, such as Specially Designated Nationals (SDNs); and (vi) not subcontract, assign, re-export, resell, or otherwise transfer any Services or Products to individuals or entities on such sanctions lists.

10. Miscellaneous

10.1 The Licensor may amend the provisions of this EULA at any time. Amendments to the provisions of this EULA shall be notified to the Licensee by email at least one (1) month before the proposed date of their entry into force. The Licensee may accept or reject the amendments. Consent shall be deemed to have been given by the Licensee if the Licensee has not notified the Licensor of its rejection before the proposed date of the changes taking effect. The Licensor shall expressly inform the Licensee of the effect of the approval in the email. In the event of rejection of the new license terms by Licensee, the Licensor may terminate the EULA with immediate effect.

10.2 To comply with the written form requirement under this EULA, it is sufficient to send a signed document by post or email or to send a document with an enhanced electronic signature (e.g. DocuSign, Adobe Acrobat Sign).

10.3 The EULA is governed by German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding the English language version of this EULA and the agreement, the legal interpretation, understanding, and application of the contractual provisions shall be governed by the principles and concepts of German law. In the event of any ambiguity or uncertainty regarding the meaning of a term or provision, the interpretation under German legal doctrine and jurisprudence shall prevail.

10.4 Conflict of law provisions shall not apply. The courts at Hamburg, Germany shall have exclusive jurisdiction. If the Licensee is located outside the European Union, Section 10.4 sentence 2 shall be replaced by the following provision: All disputes arising out of or in connection with this EULA and connected agreements, including their validity, shall be finally settled under the Rules of Arbitration of the German Institution of Arbitration (DIS), to the exclusion of recourse to the ordinary courts of law. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Hamburg, Germany. The language of the arbitral proceedings shall be English. All deeds and other evidentiary documents may be submitted either in English translation or, if originally drafted in German, in the German language.

10.5 If any provision of this EULA is or becomes invalid, this shall not affect the validity of the remaining provisions. In this case, the parties of this EULA are obliged to agree on a provision that is legally valid and comes closest to the economic purpose of the invalid provision. The above provision applies accordingly to the closure of loopholes in this EULA.