

## **End User License Agreement (HariKube Beta - Trial)**

The HariKube software and/or portions thereof and/or updates to it and/or its portions (hereinafter „**Software**“) are provided by inspirNation Bt., Levente utca 14 A. ép., 2161 Csomád, Hungary, (hereinafter „**Licensor**“) to interested parties (hereinafter „**Licensee**“) for trial purposes under the terms of this End User License Agreement (hereinafter „**EULA**“).

### **1. Subject of this EULA**

The Licensor provides selected interested parties with the opportunity to test prototypes, individual functions, function bundles or beta versions of the Software for the time period specified by Licensor (hereinafter "**Trial Period**").

### **2. Features of the Software**

- 2.1 The Software is a middleware that seamlessly distributes database load across multiple vendor-agnostic databases and can help organizations extend Kubernetes.
- 2.2 The versions of the Software provided for trial purposes may have different names and/or offer fewer and/or different functions and/or features than commercially offered versions of the Software. The Licensor may, at its sole discretion, inform the Licensee of any such deviations via a communication channel chosen by the Licensor.
- 2.3 It is at the sole discretion of the Licensor to decide which features, functions and/or portions of the Software will be made available to the Licensee during the Trial Period. In general, the Licensee only receives the core components of the Software, which do not include all the functionalities.

### **3. Conditions of Trial Period**

- 3.1 It is at the sole discretion of the Licensor to decide which requirements must be met by Licensee to be eligible for the Trial Period. To start the Trial Period, the Licensee must first register with the Licensor as specified by the Licensor to obtain a license key. The Trial Period shall commence upon Licensee's registration with Licensor in accordance with Section 3.1 sentence 2.
- 3.2 Unless expressly agreed otherwise in writing, the Trial Period runs for a period of six (6) months. If the Licensee wishes to extend the Trial Period, it must notify the Licensor accordingly before the end of the current Trial Period. The Licensee shall have no entitlement to an extension of the Trial Period against the Licensor. The Trial Period will be extended if expressly agreed to by Licensor, but only for the period stated by Licensor.

#### 4. Granting of Rights

- 4.1 The Licensor retains all intellectual property rights (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.
- 4.2 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 Licensor. This also applies if such Developments are based on suggestions, feedback, requirements, ideas, contributions, comments or other input from Licensee and/or Licensee's users.
- 4.3 The Licensor hereby grants to Licensee a geographically unlimited, royalty-free, non-exclusive, revocable, non-assignable, non-transferable, non-sub-licensable, time-limited right to use the Software in compiled form (i.e. as an executable) solely during the limited Trial Period set forth in Section 3.2 for the purpose of evaluating whether the Software meets Licensee's business needs. The Licensee is exclusively entitled to use the Software in accordance with the terms and conditions of this EULA.
- 4.4 The Licensee is in particular not allowed to
- 4.4.1 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;
  - 4.4.2 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 (*öffentliche Zugänglichmachung*),
  - 4.4.3 assign, transfer, and/or sublicense Software in whole and/or in part to affiliates of the Licensee and/or third parties;
  - 4.4.4 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; and
  - 4.4.5 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.

#### 5. Support and Updates

- 5.1 The Licensor will provide technical support during the Trial Period at its sole discretion. The Licensee may contact the Licensor at any time with questions, feedback and/or feature requests regarding the Software.

5.2 The Licensor will provide updates to Licensee during the Trial Period in accordance with Licensor's version, update and upgrade plans and schedules.

5.3 During the Trial Period, the Licensor will provide communication channels for updates and technical support. Licensee may contact the Licensor at [support email/portal] for any questions, technical issues, or feedback.

## 6. **No Fees**

The license and the services rendered under this EULA are free of charge for the duration of the Trial Period.

## 7. **Responsibilities**

7.1 The Licensee shall inform itself about the correct operation of the Software and its technical requirements. Any productive use of the Software is at Licensee's sole risk and responsibility. Licensor does not warrant that the versions of the Software provided for the Trial Period will function properly, perform in a particular manner, achieve particular results and/or be available without interruption.

7.2 Licensee shall ensure that data is regularly backed up. 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.

7.3 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.

7.4 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 (*Kardinalpflicht*). In the latter case, the liability of the Licensor shall be limited to the amount of damage that is foreseeable and typical for the contractual relationship. Compensation for lost profits is excluded. Additionally, the liability is limited to a maximum total amount of EUR 10,000.

7.5 The limitation of liability pursuant to Section 7.3 and 7.4 shall also apply to the personal liability of the Licensor's employees, representatives and executive bodies.

## 8. **Expiry | Termination**

8.1 The Trial Period shall end automatically upon expiry of the Trial Period without requiring termination by either party. The right to extraordinary termination for good cause remains unaffected.

8.2 Upon expiry and/or termination of the Trial Period, the Licensee forfeits all rights granted to it by the Licensor in this EULA.

- 8.3 Upon expiry and/or termination of the Trial Period, the Licensee is obliged to uninstall the Licensors's Software and to cease using it.

## 9. **Miscellaneous**

- 9.1 The Licensors 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 Licensors of its rejection before the proposed date of the changes taking effect. The Licensors shall expressly inform the Licensee of the effect of the approval in the email. In the event of rejection of the new licence terms by Licensee, the Licensors may terminate the EULA with immediate effect.
- 9.2 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).
- 9.3 The EULA is governed by German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Conflict of law provisions shall not apply. The courts at Hamburg, Germany shall have exclusive jurisdiction.
- 9.4 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 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.
- 9.5 Feedback Ownership: All feedback, suggestions, ideas, and usage data provided by Licensee during the Trial Period shall become the sole property of the Licensors. The Licensors may use such feedback and data for any purpose, including product improvement, feature development, and marketing, without any obligation to the Licensee.
- 9.6 Data Privacy & Compliance: The Licensors shall handle any personal data collected during the Trial Period in compliance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as applicable. Data will be used solely for testing, performance analysis, and product improvement. Licensee acknowledges and consents to this processing for the limited purposes of the closed beta test.
- 9.7 Reference to NDA: This EULA is complemented by a separate Non-Disclosure Agreement (NDA) signed by both parties, which further governs the confidentiality of information shared during the Trial Period.