

TERMS OF SERVICE

This Terms of Service (“**Agreement**”) is entered into by and between **Neontri sp. z o.o. sp.k.**, a Polish corporation registered under number KRS 0000502736 (hereinafter referred to as “**Supplier**”, “**we**”, “**our**”, or “**us**”) and the entity or person placing an order for or using Appifée (“**Customer**”, “**you**”, or “**your**”) pursuant to signing of purchase order documents or online registration (“**Order Form**”).

The “**Effective Date**” of this Agreement is the date of acceptance of Order Form by the Supplier. By submitting the Order Form you agree to terms and conditions of this Agreement. If you are submitting the Order Form on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Customer” reference your company. If you act on behalf of another individual or entity, by submitting the Order Form you represent, that you are authorized to accept this Agreement on their behalf and all references to “you” or “Customer” reference such an individual or entity.

1. DEFINITIONS

“**Appifée**” shall mean our Websites, Application Programming Interfaces (APIs), mobile applications, content, and various our and third-party services that make up Appifée. The main purpose of Appifée is to enable you to turn your website into a mobile application and augment your end user experience by offering mobile specific features like for example push notifications. The term covers our Intellectual Property Rights to software (in the form of executable code and source code), data, records and documentation and their future modification, adaptation or improvement.

“**Intellectual Property Rights**” shall mean trademarks, service marks, trade names, domain names, logos, appearance, patents, inventions, registered and unregistered design rights, copyrights, database rights and all similar rights in any part of the world (including know-how), including – where such rights are acquired or recognized by registration – registration of such right and application for such registration.

“**Product**” shall mean your mobile application you built and distributed using Appifée.

“**Terms**” mean we mean our Terms of Service

“**Third Party**” shall mean any individual or entity other than the Customer and the Supplier.

“**Websites**” shall mean Supplier’s websites located at appifée.com, including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

2. LICENSE

- (a) Subject to the payments set forth in the Order Form, we grant you a paid, non-exclusive, territorially unlimited and non-transferable, license to use Appifée for the period set forth in the Order Form (“**License**”). This Agreement does not contain any implied licenses.
- (b) This License shall not transfer any title or ownership and shall not imply a sale of any rights. All rights, including derivative rights, to Appifée not expressly granted to the Customer are reserved exclusively for the Supplier.
- (c) You shall be entitled to use the Appifée:
 - 1) for your own needs related to the Product, including rendering services to Third Parties,

- 2) in the form of executable files as provided by the Supplier.
- (d) You may not yourself nor through a Third Party make any changes to, reproduce, duplicate, decompile or disassemble Appiffee or otherwise attempt to discover the source code within it.
 - (e) Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms or failure to timely pay remuneration set forth in Order Form. Termination of the Licence does not relieve your obligations to pay outstanding fees.
 - (f) Upon expiration or termination of the Licence you must not use Appiffee and we can take any action we deem necessary to prevent you from using Appiffee (for which you grant us an irrevocable power of attorney), which may cease to operate without any notice.
 - (g) You grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into Appiffee or otherwise use any suggestions, enhancement requests, recommendations or other feedback received from you.

3. SUB-LICENSING

- (a) Subject to clause (b) below, the License granted under this Agreement shall apply individually to the Customer, who shall not assign, transfer, or grant further licenses, encumber or otherwise dispose of its rights or obligations under this Agreement.
- (b) Without prejudice to the generality of paragraph (a) above, for the the term of validity of the License, you shall be entitled to grant, a non-exclusive and non-transferable sub-license to end users of your Product to install and use Appiffee on their mobile device as part of your Product. You shall be solely liable for acts and omissions of your licensees.
- (c) For the term of validity of the License, you shall be allowed to distribute Appiffee as part of your Product through the Apple App Store and Google Play.

4. ADDITIONAL SERVICES

- (a) We may, subject to additional arrangements agreed between you and us, provide you with additional services, for example submission to your Google Play and Apple App Store developer accounts or assistance in your application development. The scope and terms (including fees and schedule) of such services shall be agreed in writing.

5. REMUNERATION

- (a) The License is granted for a license fee set forth in Order Form. Failure to perform payment on time shall be construed as material breach of this Agreement.
- (b) The Client shall pay all taxes or levies that may be applicable including but not limited to value-added, withholding, or similar taxes or levies, whether domestic or foreign.
- (c) All payments resulting from this Agreement shall be made by wire transfer to the bank account indicated on the invoice issued by the Supplier, within 14 days from the date of the invoice.

6. INDEMNIFICATION

- (a) You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or

expenses (including attorneys' fees) made against us by any Third Party due to or arising out of or in connection with this Agreement.

7. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits or damage to business, even if we had been advised or aware of the possibility of such damages. You are solely responsible for any damages that results from your use of Appiffee.
- (b) We disclaim any and all liability for the acts, omissions, and conduct of any Third Parties related to your use of Appiffee and any linked sites and services.
- (c) Notwithstanding any other provision of this Agreement, our total liability under the Agreement shall not exceed remuneration paid in the previous month, regardless of the theory of liability giving rise to such damages, whether arising in contract, tort or otherwise.
- (d) We shall not be liable for delays or failure in performance of services caused by acts beyond our control (a "Force Majeure").

8. PROCEEDINGS

- (a) Notwithstanding other provisions of this Agreement, with respect to any Third Party for which the Customer seeks compensation under this Agreement, the Customer shall immediately: (a) give immediate written notice of such a claim to the Supplier; (b) agrees that: (i) the Supplier shall join the proceedings with respect to such a claim, and (ii) the proceedings strategy and all material decisions relating to the proceedings, including amicable settlement of the same; where the Supplier is unable for legal reasons or where it would be impractical in Supplier to join the proceedings, the Customer shall agree with the Supplier on a proceedings strategy and all material decisions relating to the proceedings, including amicable settlement of such proceedings against the Supplier; and (c) at Supplier's request, cooperate (acting reasonably) in making claims or agreeing on a conciliatory settlement of the proceedings.

9. REPRESENTATIONS AND WARRANTIES

- (a) To the maximum extent permitted by law, the Supplier provides Appiffee on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) Appiffee will meet your specific requirements, (ii) Appiffee will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Appiffee will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through Appiffee will meet your expectations, and (v) any errors in Appiffee will be corrected.

10. ASSIGNMENTS, WAIVERS, SEVERABILITY

- (a) The Customer may not assign or transfer any of your rights under this Agreement to anyone else. The Supplier may at its discretion assign or transfer rights under this Agreement to any Third Party.
- (b) Any provision of this Agreement (including any attachment, annex or appendix to this Agreement) which becomes invalid, prohibited or unenforceable shall not repeal or render unenforceable any

other provision of this Agreement (including any provision of any attachment, annex or Appendix to this Agreement). The Parties shall use their best endeavors to negotiate without delay in good faith any alternative provisions with respect to provisions that become invalid, prohibited or unenforceable in such a way as to implement the Parties' original intention as closely as possible in an acceptable manner.

- (c) Supplier's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

11. LAW APPLICABLE TO THE SETTLEMENT OF DISPUTES

- (a) The Parties undertake to settle any dispute relating to the interpretation or implementation of this Agreement by mutual negotiation. For the avoidance of doubt, the provisions of the preceding sentence do not constitute an arbitration clause.
- (b) If the Parties fail to resolve the dispute by negotiation, they shall submit the dispute to a common court of law having jurisdiction over the Supplier's registered office.
- (c) This Agreement shall in all respects be governed solely by the laws of Poland without regard to conflicts of laws provisions.

12. AMENDMENTS AND CHANGES

- (a) The Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms, at any time. Amendments or changes to these Terms won't be effective until posted on the Website. It is your responsibility to check the Terms periodically for changes. Continued use of Appiffee following the posting of changes will mean you accept and agree to the changes.
- (b) Unless explicitly stated otherwise, any new features of Appiffee shall be subject to the Terms.
- (c) The Supplier reserves the right to do any of the following, at any time, without notice to the Customer: (1) to modify, suspend or terminate operation of or access to Appiffee, or any portion of Appiffee for any reason; (2) to modify or change Appiffee, or any portion of Appiffee, and any applicable policies or terms; and (3) to interrupt the operation of Appiffee, or any portion of Appiffee, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

13. SURVIVAL

- (a) The following sections will survive any expiration or termination of this Agreement or Licence: 2(f), 6 (Indemnification), 7 (Limitation of liability), 8 (Proceedings), 11 (Law applicable to the settlement of disputes).

14. MISCELLANEOUS

- (b) ENTIRE AGREEMENT This Agreement, including Appendices and possible appendices to such Appendices, shall constitute the entire agreement entered into by the Parties with respect to matters covered by this Agreement and supersedes all prior agreements, contracts or statements of intent, whether in writing or oral, irrespective of their nature with respect to this Agreement.

15. CO-MARKETING

- (a) You agree that we may disclose you as our customer.

- (b) At our request, you agree to the issuance of a joint marketing materials or press release within 90 days from the Effective Date. You will have the right to approve the press release in advance, such approval shall not be unreasonably delayed or withheld.
- (c) You also agree to participate in other reasonable marketing activities that promote Appifee to other potential customers and to use your name and logo on our Website and in promotional materials.