

**SUBSCRIPTION LICENSE AGREEMENT:
GENERAL TERMS AND CONDITIONS**
VERSION 1.0 OF SEPTEMBER 27, 2021

1. Recitals

- 1.1. These general terms and conditions (these "Terms") are incorporated into the subscription license agreement (the "Agreement") between (i) **Handsoncode** Sp. z o. o., a Polish corporation, with its registered office in Gdynia (address: ul. Aleja Zwycięstwa 96-98, 81-451 Gdynia, Poland; registration: District Court Gdansk-Północ in Gdansk, National Court Register/KRS number: 538651; EU VAT/NIP: PL 5862294002; share capital: PLN 62,800.00; "Licensor" or "We") and (ii) **You** (also "Licensee"), entering into the Agreement exclusively in connection with Your business or professional activity.
- 1.2. By clicking "I accept" or otherwise accepting these Terms, You are entering the Agreement. Unless expressly agreed otherwise by You and Licensor (collectively, "Parties"), installation, copying, or other use of Deliverables (as defined in Section 2 of these Terms) indicates Your acceptance of these Terms. The Agreement enters into force on the date You have indicated Your acceptance of these Terms (the "Effective Date").
- 1.3. Your use of Deliverables (as defined in Section 2 of these Terms) is subject to full acceptance of, and strict adherence to, the terms and conditions of the Agreement.

2. Definitions

In these Terms, the following definitions apply:

- 2.1. "Authorized User" – a Developer and/or an End User, as defined in these Terms.
- 2.2. "Confidential Information" – all information and know-how transmitted, disclosed, or otherwise made available by one (disclosing) Party to the other (receiving) Party that have been identified as proprietary or confidential or that, by the very nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and confidential. Confidential Information does not include information which the receiving Party can demonstrate to be: (i) generally available to the public through no act or omission on the part of the receiving Party or its officers, employees, or representatives; (ii) known to the receiving Party prior to its receipt thereof; (iii) disclosed to the receiving Party at any time by a third party without violation of any obligation of confidentiality known by the receiving Party; or (iv) independently developed by the receiving Party through no use whatsoever of the Confidential Information.
- 2.3. "Deliverables" – the Software, License Key, or other products and Services delivered or performed by Licensor under the Agreement, as well as the License and other entitlements to such products and Services.
- 2.4. "Developer" – Licensee's employee, agent or independent contractor, personally carrying out development of the Software, whether by order of Licensee or in fact.
- 2.5. "End User" – an individual afforded, courtesy of Licensee, an opportunity to use, but in no event exercise any copyright in, the Software.
- 2.6. "Evaluation Purpose" – the sole purpose of testing the suitability, performance and usefulness of the Software for Your business needs; in no event may such purpose be exercised or testing performed in the production environment.
- 2.7. "GDPR" – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.8. "License" – permission to exercise copyright in the Software, granted under the Agreement, within the limits set forth in an applicable License Confirmation.
- 2.9. "License Confirmation" – a permanent (written, electronic, and the like) record of agreement between Parties as to certain metrics used to assess Licensee's permitted usage of Deliverables, including (i) the

number of Software Modules, Developers and/or End Users and (ii) the level and period of support, issued by Licensor and provided to Licensee, which – along with these Terms – forms part of the Agreement.

- 2.10. “License Key” – a string of numbers and/or characters used to activate the Software.
- 2.11. “Personal Data” – personal data within the meaning of Article 4 GDPR, relating to Licensee, its representatives and Developers, including their names, email addresses, and other such identifiers as may reasonably be processed by Licensor for the purposes related to the Agreement;
- 2.12. “Services” – maintenance and support services as set forth in Section 7 of these Terms and pertinent schedules hereto, and any such other services, if any, as expressly provided for in these Terms.
- 2.13. “Software” – a software product created, developed and/or supported by Licensor, delivered in source and/or compiled form; the Software may contain external open-source code.
- 2.14. “Software Module” – part of the Software/business component representing particular Software tasks that meets a single business need of an End User.
- 2.15. “Subscription” – the business model adopted by Licensor and spelled out in these Terms in which You get to access Deliverables pursuant to the Agreement.
- 2.16. “Your Product” – a Licensee offering, such as a standalone product or service, with which the Software is integrated under the Agreement, and which contains a significant additional functionality not incorporated in the Software.

3. Ownership and restrictions

- 3.1. The Software is licensed, not sold. Unless otherwise expressly provided in these Terms or by applicable laws, all rights – including copyright – in the Software remain and vest in or with Us or their respective licensors.
- 3.2. Licensor retains all right, title and interest in and to any work product created by Licensor in the course of providing Deliverables under the Agreement, and to all suggestions, ideas, enhancement requests, feedback, code, recommendations or other information provided by Licensee or any third party relating to the Software, which are hereby assigned to Licensor.
- 3.3. Neither Licensee nor Authorized Users may remove, alter or obscure any of Our (or Our licensors’) copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Our (or Our licensors’) ownership or contribution from the Deliverables. Additionally, Licensee agrees to reproduce and include Our (and Our licensors’) proprietary and copyright notices on any copies of the Deliverables, or on any portion thereof, including reproduction of the copyright notice. Licensee further agrees that neither it nor Authorized Users will, without Our express written permission: (i) make the Deliverables available to, or use the Deliverables for the benefit of, anyone other than Licensee or End Users; (ii) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Deliverables, or include any Deliverables in a service bureau or outsourcing offering (except as expressly otherwise permitted under the Agreement); (iii) permit direct or indirect access to or use of the Deliverables in a way that circumvents applicable metrics; (iv) copy the Deliverables or any part, feature, function or user interface thereof (except as expressly otherwise permitted under the Agreement); (v) create any derivative work based on the Software; or (vi) access or use any Deliverables in order to build a competitive product or service.
- 3.4. For the avoidance of doubt, You are liable for acts or omissions of Authorized Users in relation to these Terms as if such acts and omissions were Your own.

4. Grant of license

- 4.1. Under the Agreement Licensor grants You a limited (pursuant to a pertaining License Confirmation), non-perpetual, non-transferable, non-exclusive, worldwide License to use, copy, integrate and distribute to End Users the Software solely as part of Your Product.

- 4.2. Except as expressly set forth herein, Licensor grants and You receive no other rights or licenses to the Software, derivative works or any intellectual property rights related to the Software whether by implication, estoppel or otherwise.
- 4.3. You grant Licensor a non-exclusive, worldwide, and royalty-free license to any intellectual property to the extent necessary for Licensor to perform its obligations under the Agreement.

5. Payment of fees

- 5.1. Where the Agreement has been entered through a negotiated sale, You agree to pay Licensor the Subscription fees specified in the License Confirmation, subject to Section 5.3 of these Terms. The Subscription fees are payable in advance.
- 5.2. Where the Agreement has been entered otherwise than through a negotiated sale, You agree to pay Licensor the Subscription fees specified on a dedicated webpage (<https://handsontable.com/pricing>, or such other webpage which references Licensor business name, product, and/or pricing) throughout the term of the Agreement, subject to Section 5.3 of these Terms. Where the payments are made:
 - 5.2.1. monthly, Subscription fees will be paid in advance on a month-to-month basis and charged automatically;
 - 5.2.2. annually, Subscription fees will be paid in advance for each subsequent year and charged automatically.
- 5.3. Licensor reserves the right to unilaterally increase applicable Subscription fees on each anniversary of the Effective Date by 5% over the immediately preceding one (1) year period.
- 5.4. The Subscription fees are:
 - 5.4.1. payable in United States dollars or such other currency as acceptable to Licensor and made by credit card, PAYPAL or wire transfer unless agreed otherwise – in no event will Licensor accept payments by check;
 - 5.4.2. non-refundable unless terminated for breach by Licensor pursuant to Section 8.2 of these Terms – You may modify the applicable metrics during the Subscription period but lowering them will not result in any rebate, credit or other type of refund.
- 5.5. All stated fees are exclusive of any taxes, duties or other amounts, however designated, including value added and withholding taxes that are levied or based upon such charges, or upon the Agreement. Any taxes related to the Deliverables, including withholding taxes, will be effectively paid by You. However, You will not be liable for taxes imposed on Licensor based on Our income.
- 5.6. Should You, for whatever reason, fail to pay as due, Your use of Deliverables will be restricted to the Evaluation Purpose and limited to thirty (30) days. In order to use Deliverables beyond (i) the permitted thirty-(30)-day evaluation period or (ii) the Evaluation Purpose, please contact Licensor at sales@handsontable.com.

6. License key

- 6.1. Licensor provides You with a License Key. A new License Key is delivered to You every 12 months, unless agreed otherwise.
- 6.2. The License Key works with the Software versions released within 12 months after first activation of the License Key, meaning its first assignment and provision to Licensee. If You want to use the Software in any version released after the 12-month period, the License Key must be replaced with a new one.

7. Services

- 7.1. Under the Agreement Licensor offers You such levels of support as detailed in pertinent sections of Schedule A. The level and period of support You are entitled to are indicated in the License Confirmation.
- 7.2. Throughout the term of the Agreement You may report any Software issue to Licensor. If Licensor determines that a reported, reproducible, material error in the Software exists that significantly impairs

the usability and utility of the Software, Licensor may, at its sole discretion, use reasonable commercial efforts to correct such error and to provide an update to resolve the issue.

- 7.3. Licensor will make available to You updates that Licensor releases during the term of the Agreement. Updates will be advised and made available through standard industry means. Solely Licensor determines the features and the release schedule of all updates.
- 7.4. Licensor is not obligated to provide Services where: (i) the Software has been changed, modified or damaged; (ii) the problem is caused by Your negligence, hardware malfunction or other causes beyond the reasonable control of Licensor; (iii) the problem is traced to a third-party software not licensed through Licensor; or (iv) You have not paid applicable fees when due. The Services are provided in English and Polish.

8. Term and termination

- 8.1. The term of the Agreement will begin on the Effective Date and will continue for 12 months, unless agreed otherwise. The term of the Agreement will auto-renew for successive 12-month periods until either Party notifies the other Party in permanent (written, email and the like) form of its decision to terminate the Agreement at least 30 days before the end of the then current 12-month period.
- 8.2. The Agreement may be terminated by either Party at any time in the event that: (i) the other Party is notified in permanent form (in writing, via email and the like) that it is in material breach of the Agreement; and (ii) such other Party fails to remedy such breach within thirty (30) days following such notice or three (3) days following such notice if the breach is a failure by Licensee to pay any fee required under Section 5 of these Terms.
- 8.3. To the extent allowed by law, Licensor may terminate the Agreement effective immediately upon written notice to You if You: (i) file a voluntary petition in bankruptcy or otherwise seek protection under any law for the protection of debtors; (ii) have a proceeding instituted against You under any bankruptcy law that is not dismissed within sixty (60) days; (iii) are adjudged as bankrupt; (iv) have a court assume jurisdiction of Your assets under a reorganization act; (v) have a trustee or receiver appointed by a court for all or a substantial portion of Your assets; (vi) become insolvent; (vii) suspend or cease to do business; (viii) make an assignment of Your assets for the benefit of Your creditors; or (ix) admit in writing Your inability to pay Your debts as they become due. In the event of Your bankruptcy, the Agreement will be accepted or rejected within a reasonable time, but in no event in less than sixty (60) days from the filing of the bankruptcy petition.
- 8.4. Upon expiration or termination of the Agreement You will immediately: (i) discontinue any use of Deliverables, including by Authorized Users; (ii) remove and/or return them to Licensor; and (iii) certify to said discontinuance and removal or return of the Deliverables. Furthermore, Licensor may remove Licensee's access to its customer dashboard.

9. Warranty and liability

- 9.1. Licensor warrants that it may lawfully grant You the License and that it has all necessary rights, licenses and permissions to enter into the Agreement. The Software may implement, use, or invoke any such third-party software as set out in the documentation section at <https://handsontable.com/>, including open-source libraries which are subject to their respective licensing terms and conditions and expressly excluded from any and all warranty and liability obligations provided in these Terms or otherwise.
- 9.2. Where the Software (or any part of it) is finally held to be infringing third-party intellectual property rights, Licensor will, at its sole discretion, either (i) replace the Software (or any part of it) with its non-infringing counterpart, or (ii) modify the Software (or any part of it) to make it non-infringing, or (iii) terminate the Agreement and return the paid-up fee on a pro-rata basis. The preceding sentence provides for Licensee's sole and exclusive legal remedies and Licensor's sole and exclusive liability.
- 9.3. Licensor warrants that:

- 9.3.1. the Software will perform in all material respects with specifications describing the use, operation, nature, and functionality of the Software, provided by Licensor, if any;
- 9.3.2. it will not knowingly include in the Software, any computer code or other computer instructions, devices or techniques (including without limitation those known as disabling devices, Trojans, or time bombs) that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of Your network, computer program or computer system or any component thereof.
- 9.4. SUBJECT TO SECTIONS 9.2 AND 9.3 OF THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF DELIVERABLES IS AT YOUR OWN RISK AND THAT DELIVERABLES ARE PROVIDED WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE AND ITS FUNCTIONALITY, RELIABILITY AND PERFORMANCE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING DELIVERABLES TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE OF AND RESULTS OBTAINED FROM THEM. YOU UNDERSTAND THAT THE SOFTWARE MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS BECAUSE OF ERRORS WITHIN THE SOFTWARE OR YOUR FAILURE TO PROPERLY USE IT. YOU ASSUME FULL RESPONSIBILITY FOR ANY USE OF DELIVERABLES AND BEAR THE ENTIRE RISK FOR SUCH ERRORS AND FAILURES.
- 9.5. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY OR OTHER FINANCIAL OR OTHER LOSS WHATSOEVER ARISING OUT OF USE OR INABILITY TO USE DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF ACTION, LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEE PAID BY YOU UNDER THE AGREEMENT OVER THE YEAR PRECEDING THE DAMAGE DONE.
- 9.6. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent allowed by applicable laws.

10. **Miscellaneous**

- 10.1. **Confidentiality.** Each Party undertakes to do the following with regard to the Confidential Information: (i) use it as strictly necessary to execute, perform, and enforce the Agreement; (ii) hold it in strict confidence and take such steps as may be reasonably necessary to prevent its disclosure to others with no less than the same degree of care which the receiving Party uses to prevent the unauthorized use or dissemination of its own confidential information (but with at least the same degree of care used by a reasonably prudent business person); (iii) not disclose it to any third party for any purpose whatsoever without prior written approval from the disclosing Party, and an obligation of confidentiality on the part of such third party, and a contractual stipulation naming the disclosing Party as a third-party beneficiary of said obligation and all the remedies available in the event of default; (iv) permit access to it only to its officers, employees, and agents who reasonably require such access for the performance of the Agreement, and are directed by the receiving Party to treat the Confidential Information in a manner consistent with this Section 10.1, and for whose breach of confidentiality the receiving Party assumes full liability; and (v) not conduct, or have conducted, any test that involves, includes, requires, causes, or results in the disassembly, destruction, or reverse engineering of the Software.
- 10.2. **Confidentiality, continued.** The confidentiality (non-use and non-disclose) obligations set forth in Section 10.1 of these Terms will survive termination of the Agreement and will continue for ten (10) years thereafter. Immediately upon (i) termination of the Agreement or (ii) any request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy all documents and other writings supplied

- by the disclosing Party, together with all copies of any such documents or other writings, and an officer of the receiving Party will certify to the return or destruction of all tangible Confidential Information and references thereto and the destruction of any references thereto on electronic or other intangible media.
- 10.3. Personal Data. Licensor in its capacity as controller informs that: (i) in principle, Personal Data is processed as necessary for the performance of the Agreement or in order to take steps at Your request prior to entering into the Agreement, pursuant to Article 6(1)(b) GDPR; (ii) Personal Data may also be processed, pursuant to Article 6(1)(f) GDPR, based on the legitimate interest of Licensor such as security or asserting rights and claims, or, pursuant to Article 6(1)(c) GDPR, for tax settlement purposes; (iii) provision of Personal Data is not a statutory or contractual requirement, however, failure to do so will make the conclusion and performance of the Agreement impossible; (iv) Personal Data will be stored for no longer than it is necessary to perform the Agreement, or to assert or defend the rights and claims related to its non-performance, unless – and to the extent that – the provisions of applicable law provide otherwise; (v) Licensor may transfer Personal Data to the following categories of recipients, namely: accounting offices, providers of technical infrastructure or cloud applications and other entities that typically support the performance of the Agreement; (vi) subject to the exclusions, limitations or special conditions provided for in the provisions of the applicable law on the protection of personal data, You (meaning also, for the purposes of interpreting and enforcing the following rights, Your representatives and/or Developers as may be the case) have the right of access to Your Personal Data, the rights to: rectify, erase, restrict processing of Your Personal Data, as well as the rights to portability and to object to processing of Your Personal Data; and (vii) You have the right to lodge a complaint with the supervisory body.
- 10.4. Audit rights. Licensor has the right to verify Your compliance with the Agreement at any time. You must promptly provide any information requested by Licensor in furtherance of the verification, including the number of Software Modules, Authorized Users and Your Products involved in the current and preceding Subscription periods. If such verification reveals any unlicensed use of the Software, then within thirty (30) days You must order sufficient licenses to cover its unlicensed use at 100% of the current list price.
- 11. Final provisions**
- 11.1. Governing law and venue. The Agreement will be construed, governed, and litigated pursuant to the laws of the country, and any and all disputes concerning the Agreement will be resolved exclusively by the courts competent over the offices, of Licensor.
- 11.2. Force Majeure. Licensor shall not be liable for any breach of its obligations under the Agreement resulting from causes beyond its reasonable control, including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.
- 11.3. Non-assignment. You may not assign or transfer any part of Your rights or duties under the Agreement without Licensor’s prior written consent, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets of which You will promptly apprise Licensor in writing. Licensor may freely assign its rights or duties under the Agreement without restriction.
- 11.4. Publicity. Licensor may refer to the Agreement in a press release and/or use Your name, trademarks or logo on its website and/or in other promotional material or press release. You may withdraw consent to the above at Your convenience by sending Licensor a relevant email notice to this effect. The withdrawal of consent will not affect the lawfulness of Licensor’s use based on consent until after 7 days of its withdrawal.
- 11.5. Entire agreement. The Agreement contains the entire agreement and understanding between the Parties, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever, with respect to the subject matter of the Agreement. The express terms of the Agreement control and supersede any course of performance, standard conditions of purchase, or usage of the trade inconsistent with any of the terms of the Agreement.

11.6. Amendments. The Agreement may not be modified or amended except by an instrument in writing executed by the Parties. Without prejudice to the generality of the foregoing, these Terms may be modified by Licensor at its discretion, subject to their prior communication to You, and such modifications shall become part of the Agreement and be binding on You unless You have terminated the Agreement under Section 8.1 of these Terms without delay.

12. Schedules

A. Support

SCHEDULE A: SUPPORT

		Standard	Priority	Ultimate
Features involved	Features explained	Specific features available		
Response time within business hours	The time between the effective delivery of Your message to Us and the time of Our response within our business hours, meaning, the hours from 8 am to 5 pm Central European Time, Monday through Friday, excluding statutory holidays in Poland.	36 hours	24 hours	12 hours
Support requests	Your monthly limit of requests regarding technical issues with the Software. Unused support requests are not carried over to the next month.	2x / month	5x / month	Unlimited
Access to forum	Ability to receive an assist and help at Our forum at forum.handsontable.com	Yes	Yes	Yes
Implementation guidance	Guidance on finding information about the Software's features and API in the publicly available documentation.	Yes	Yes	Yes
Custom code samples	Either short, functional, interactive demo applications of the Software, or code snippets created by Our representatives to be shared with You.	No	Yes	Yes
Code review	A review of the implementation of Our Software to improve its consistency and performance.	No	No	Yes
Real-time collaboration	Live coding sessions via screen-sharing and communication software.	No	No	Yes
System architecture review	A review of the technical organization of the part of Your application that connects with the Software.	No	No	Yes
Performance testing	Best practices shared with You to enhance the overall quality of Your implementation of the Software.	No	No	Yes
Support via email	Self-explanatory	Yes	Yes	Yes
Support via teleconference software	Self-explanatory	No	No	Yes
Support via dedicated chat room (e.g. Slack)	Self-explanatory	No	No	Yes