

SOFTWARE SUBSCRIPTION AND LICENSE AGREEMENT

entered into as of the day of the last signature (“**Effective Date**”) between:

Sybilla Technologies sp. z o.o. with its registered office in Bydgoszcz, ul. Toruńska 59, 85-023, Bydgoszcz, entered into the Register of Entrepreneurs of the National Court Register, maintained by District Court in Bydgoszcz, Commercial Division XIII – National Court Register, entry number 0000397835, Polish tax identification number NIP: PL9532632892, Polish business identification number REGON 341190982, initial company share PLN 160,000, represented by:

Natasza Siódmiak – an independent proxy,

hereinafter referred to as the "**Supplier**"

and

Hvězdárna a planetárium Teplice, with its registered office at Koperníkova 3062, 415 01 Teplice, Czech Republic, Company ID: 00361224, represented by: RNDr. Zdeněk Moravec, Ph.D., Director

hereinafter referred to as the "**Contracting Authority**",

hereinafter jointly referred to as "**Parties**", and each separately "**Party**".

WHEREAS:

- The Contracting Authority has conducted a public procurement procedure for the delivery of software subscription for the automatic detection of space objects (satellites and space debris) in low Earth orbits;
- The Supplier has been selected as the successful tenderer in the said procedure and has confirmed that it possesses the necessary expertise, technical capability, and legal rights to provide the required Software and related services;
- The Parties wish to define their respective rights and obligations concerning the delivery, licensing, subscription, maintenance, and support of the Software in accordance with the terms and conditions set out herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties agree as follows:

1. Subject of the Contract

- 1.1 The subject of this Agreement is the provision by the Supplier of a software subscription for the automatic detection of objects in Earth orbit, including artificial satellites and space debris, mainly in Low Earth Orbits, as described in Annex 1 – Technical Specifications (the **“Software”**).
- 1.2 The Software shall be delivered, installed, configured, and made operational in accordance with the Technical Specifications.
- 1.3 The detailed description of the Software, including its structure, functions, architecture, performance parameters, user interface, and licensing terms, is provided in Annex 2 – Detailed Description of the supplied Software, which forms an integral and binding part of this Agreement.

2. Grant of License

- 2.1 The Supplier grants the Contracting Authority a non-exclusive, non-transferable, time-limited license to use the Software during the subscription period defined herein.
- 2.2 The license authorizes use of the Software solely for the Contracting Authority's internal purposes and by its authorized personnel.
- 2.3 The Contracting Authority shall not sublicense, distribute, modify or reverse-engineer the Software without the prior written consent of the Supplier.
- 2.4 The End User License Agreement (EULA), attached hereto as Annex 5 – End User License Agreement, forms an integral and binding part of this Agreement and governs the conditions of use of the Software. The Parties acknowledge that the EULA constitutes the essential component of the terms and conditions applicable to the Software. The EULA applies to all matters relating to the Software that are not expressly regulated in the main body of this Agreement or its other Annexes, In the event of any inconsistency or ambiguity between this Agreement and the EULA, the provisions of this Agreement shall prevail.

3. Subscription Terms

- 3.1 The Software subscription includes full product support (electronic through Supplier-provided ticket system, and dedicated Teams channel for operational purposes). Detailed rules governing the scope, channels, procedures and timelines

of technical and maintenance support are set out in Annex 4 – “Technical and Maintenance Support”, which forms an integral part of this Agreement.

- 3.2 The subscription is valid for one (1) year, commencing upon successful acceptance of the Software by the Contracting Authority.
- 3.3 The Supplier must notify the Contracting Authority at least two (2) months prior to the expiration of the current subscription term that the subscription is about to expire, including a reminder of the possibility referred to in article 3.4 below, and such notification may be made by email.
- 3.4 The subscription may be renewed for additional 12-month periods by written agreement of the Parties.
- 3.5 The price for any renewal period may be increased by no more than the official rate published by the national bank in the Supplier’s country for the preceding year.
- 3.6 The first subscription period includes a free one-month period for installation, configuration, and testing.
- 3.7 The Supplier must notify the Contracting Authority at least twelve (12) months in advance of any intention to discontinue the possibility of subscribing the Software or its full support.
- 3.8 The Contracting Authority may use the Software only during the valid subscription period. Upon expiry or non-renewal of the subscription, all rights to use the Software shall automatically terminate, and the Contracting Authority shall immediately cease using the Software. The Supplier may display in-application notices informing the user of the expiration of the subscription.
- 3.9 For the avoidance of doubt, the Supplier is not required to technically block access to the Software after the subscription expires. The Contracting Authority acknowledges that continued technical access does not constitute a legal right to use the Software. Upon expiry of the subscription, the Supplier may add non-intrusive markings or notices in the Software interface and in generated data indicating that the subscription is no longer valid.

4. Delivery, Installation, and Acceptance

- 4.1 The Supplier shall deliver, install, and configure (the Delivery) the Software within six (6) weeks from the Effective Date.
- 4.2 Delivery includes all user and system documentation required for installation and operation.

- 4.3 Upon completion of installation, the Supplier shall conduct joint functionality tests with the Contracting Authority within four (4) weeks from the Delivery. During this time, the Contracting Authority may notify the Supplier about defects of the Software, which the Supplier will correct without undue delay.
- 4.4 After successful testing, the Parties shall sign the Acceptance Protocol, which constitutes confirmation of performance and triggers invoicing. The Acceptance Protocol is attached to this Agreement as Annex 3 and forms an integral part of this Agreement.
- 4.5 In In case the Contracting Authority does not notify the Supplier of defects during the test period or all defects are corrected, and the Contracting Authority does not sign the Acceptance Protocol after the completion of the tests, the Supplier may call upon the Contracting Authority to notify them of defects and grant the Contracting Authority a 7-day deadline to do so. If the Contracting Authority, after receiving the call, does not notify of any defects, the Software shall be deemed accepted.

5. Technical Requirements

The Software must comply with the Technical Specifications described in Annex 1, which form an integral part of this Agreement.

6. Commercial Terms and Payment

- 6.1 The total fixed contract price for the Software delivery, installation, and one-year subscription, including all support and updates, shall be EUR 12 067,00 net (EUR 14 842,41 gross).
- 6.2 The price is fixed and includes all related costs, taxes, and fees. The Supplier shall not request a change in the contract price.
- 6.3 The invoice shall not include VAT, in accordance with the tax law.
- 6.4 Payments shall be made by bank transfer within thirty (30) days after receipt of a valid invoice and acceptance of the Software by the Contracting Authority, subject to points 4.4 and 4.5 of the Agreement.
- 6.5 Incorrect invoices shall be returned to the Supplier. The payment period restarts upon receipt of a corrected invoice.

7. Warranty and Support

- 7.1 The Supplier warrants that:
 - 7.1.1 the Software conforms to Annex 1 – Technical Specifications,
 - 7.1.2 the Software is free of viruses or malicious code,
 - 7.1.3 the Supplier has full rights to grant this license.
- 7.2 The warranty period shall correspond to the duration of the subscription.
- 7.3 The Supplier shall remedy any defect reported by the Contracting Authority within fifteen (15) business days, unless otherwise agreed.

8. Liability

- 8.1 The Supplier shall be liable for all damages resulting from non-performance or defective performance of its obligations, subject to the provisions below.
- 8.2 The Supplier shall not be liable to the Contracting Authority or any third party for any indirect or consequential losses or damages resulting from the use or inability to use the Software.
- 8.3 Neither Party shall be liable for any losses arising out of or in connection with the Agreement, including non-performance or improper performance of Software, resulting from Force Majeure. “***Force Majeure***” means any event beyond the reasonable control of a Party which could not have been foreseen or prevented with due diligence and which prevents or delays the performance of contractual obligations. Such events include, in particular, natural disasters, war, armed conflict, terrorism, civil unrest, general strikes, embargoes, or major failures of electricity, communication, or transport networks.
- 8.4 The Party affected by a Force Majeure event shall promptly notify the other Party in writing and make reasonable efforts to mitigate its effects.
- 8.5 During the existence of a Force Majeure event, the affected Party shall be released from its obligations to the extent and for the duration of the impediment. If the Force Majeure event continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice.

9. Intellectual Property Rights

- 9.1 All intellectual property rights to the Software remain with the Supplier.
- 9.2 The Contracting Authority acquires no rights to the source code or underlying algorithms unless expressly agreed otherwise.

- 9.3 The Supplier grants the Contracting Authority a non-exclusive, worldwide license to:
- 9.3.1 use the Software and any necessary components required for its operation, in accordance with the terms of this Agreement, solely for the purpose of performing the Contracting Authority's regular business, scientific, educational or governmental activities,
 - 9.3.2 to allow the use of the Software by the Contracting Authority's employees, collaborators, and authorized representatives, in accordance with the scope referred to in point 9.3.1 of the Agreement,.
 - 9.3.3 Install of the Software within IT devices used by the Contracting Authority, copying the Software for internal purposes,
- 9.4 The license granted under this section shall remain valid for the duration of the subscription period.
- 9.5 The Contracting Authority is not allowed to assign its rights and obligations under this Agreement, modify the Software, unless explicitly authorized by the general provisions of the law, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer its rights to the Software. Any jointly developed deliverables or configurations shall be subject to a separate written arrangement.
- 9.6 In the event of any breach of the licensing terms set out in this Article,, the Contracting Authority shall pay the Supplier a contractual penalty equal to three (3) times the total fixed contract price for each individual breach, without prejudice to the Supplier's right to claim compensation for damages exceeding the amount of such penalty.

10. Confidentiality

- 10.1 Each Party acknowledges that, during the performance of the Agreement, it may obtain or have access to confidential, proprietary, or sensitive information ("**Confidential Information**") belonging to the other Party.
- 10.2 "Confidential Information" means all technical, business, financial, scientific, or operational data, including but not limited to software code, algorithms,

documentation, trade secrets, research results, project data, personal data, and other non-public information, whether disclosed orally, or in writing.

10.3 Each Party undertakes to:

10.3.1 keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the other Party,

10.3.2 use Confidential Information solely for the purposes of performing this Agreement,

10.3.3 ensure the access to Confidential Information is limited to employees or subcontractors who have a legitimate need to know and are bound by confidentiality obligations no less strict than those set forth herein.

10.4 The obligations of confidentiality shall not apply to information that:

10.4.1 was publicly known to the receiving Party before disclosure,

10.4.2 becomes public through no fault of the receiving Party,

10.4.3 is independently developed by the receiving Party without use of Confidential Information, or

10.4.4 must be disclosed pursuant to applicable law, court order, or administrative request, provided that the disclosing Party is notified in advance and disclosure is limited to what strictly required.

10.5 Upon termination or upon request, each Party shall promptly return or securely destroy all copies of the other Party's Confidential Information.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by the laws of the Czech Republic.

11.2 Any disputes arising from this Agreement shall be settled amicably, failing which they shall be submitted to the competent court at the Contracting Authority's registered office.

12. Communication

12.1 Each Party shall designate specific contact persons responsible for operational communication, support coordination, and installation-related matters under this

Agreement. The Parties agree to maintain up-to-date contact information throughout the term of this Agreement.

12.2 Supplier's Contact Persons:

a) Technical Support and Operations:

Name: Adam Kinasz

Email: adam.kinasz@sybillatechnologies.com

Position: Sensor Network Operations

b) Contractual Matters:

Name: Sebastian Sielatycki

Email: sebastian.sielatycki@sybillatechnologies.com

Position: Product & Account Manager

12.3 Contracting Authority's Contact Persons:

a) Technical Matters:

Name: Bohuslav Matouš

Email: matous@hapteplice.cz

Position: Manager of Teplice observatory

b) Contractual Matters:

Name: Zdeněk Moravec

Email: moravec@hapteplice.cz

Position: Director

12.4 Any changes to the designated contact persons or their contact information shall be communicated in writing, including by email. Such changes shall become effective upon delivery to the other Party and shall not require an amendment to this Agreement.

13. Final Provisions

13.1 This Agreement constitutes the entire understanding between the Parties and supersedes all previous negotiations and communications.

13.2 Amendments or modifications must be made in writing and signed electronically by both Parties.

13.3 If any provision is held invalid, the remaining provisions shall remain in full force and effect.

13.4 This Agreement is executed in two counterparts, one for each Party. The Parties agree that this Agreement may be signed electronically, and such electronic signatures shall have the same legal effect and handwritten signatures.

Annexes:

- 1) Technical Specifications
- 2) Detailed Description of the Supplied Software
- 3) Acceptance Protocol
- 4) Technical and Maintenance Support
- 5) EULA

Sybilla Technologies Sp. z o.o.
Supplier

Hvězdárna a planetárium Teplice
Contracting Authority

Annex 1 – Technical Specifications

- Software runs on a PC with Windows 11 with CPU Intel i7 and 32 GB RAM or better, which is connected to the internet.
- Software does not require any other hardware and is delivered without a need of acquisition of licences of other programs.
- Software processes image in the FITS format. Metadata in a FITS header conforms the FITS standard [1] and contains exposure time, exposition duration etc. Software can require additional keywords as long as the information conforms the FITS standard.
- Software processes images taken by tracking an object in the Earth's orbit. The target is point and stars are streaks. The orbital elements might not be precise; therefore, the tracked object might not be in the centre of the image.
- Software processes images automatically or after an acknowledgement from the observatory-commanding program. So, the processing happens without a need of operator's intervention.
- The operator has means to monitor the work of the software and see the progress of the processing.
- Software processes the position of object/s on the image resulting into their ICRS position [2] (or J2000.0 position) as well as its brightness in magnitudes.
- Software composes a track from several images. The track is saved as a TDM version 2.0 file [3]. The track membership is signaled via filename/folder name/keyword in image's header.
- Software can process image of objects in Earth's orbits of all velocities up to $3^\circ/\text{s}$.
- Image processing shall be fast enough so the whole night can be processed by the noon of the upcoming day. At least 4 images (6 134 pixels x 6 134 pixels) per minute shall be processed.
- The precision of solved positions shall be $1''$ spatially and 1 ms temporarily during normal observation conditions. These numbers might be lowered by serious factors as unsuitable weather conditions, lunar proximity, lack of usable stars, low-quality data etc.
- Software logs its operation to enable problem reporting.
- If processing of a track fails, the operator has to have a mean to force its reprocessing.
- The reprocessing is also possible in a case of an already processed track.
- If the software crashes and is restarted it shall continue processing in the last track it was processing before the crash, i.e. no tracks are skipped due to software failure.

Annex 2 Detailed Description of the Supplied Software

The supplied software is **Astrometry24.NET**, an autonomous, high-performance astrometric data-processing engine designed for optical Space Surveillance and Tracking (SST). It transforms raw telescope imagery into astrometric outputs without operator intervention.

Astrometry24.NET operates as a automated pipeline that detects, classifies, measures, and tracks objects in Earth orbit — including catalogued satellites, uncatalogued debris, GNSS objects, and Solar System Objects. Designed for unattended, high-throughput operation, it automatically ingests observational frames, filters out low-quality data, and processes valid images in real time.

The software's **engine** supports both faint slow-moving objects and geostationary targets, enabling full-spectrum situational awareness. Detected objects are identified by brightness, centroided, and solved astrometrically using star catalogues such as Gaia DR3. If catalogued ephemerides (e.g., TLE/CPF/SP3) are available, the software performs correlation; unmatched objects are retained and tracked across frames and linked using tracklet linking algorithm.

Astrometry24.NET produces **tracklets** — structured XML files containing time-stamped positions, brightness estimates, and confidence parameters — suitable for orbit determination, anomaly detection, and catalogue maintenance. Results may also be exported to CSV, JSON, or TDM formats compatible with downstream SST systems.

The software supports a wide range of astronomical and satellite catalogues (e.g., Gaia DR2/DR3, UCAC4, Atlas Refcat2) and natively processes FITS, images. Its workflow includes file import, astrometric solution, object detection, optional photometric evaluation, and export of processed outputs.

Scalable and scientifically robust, Astrometry24.NET provides observatories and sensor operators with reliable, actionable astrometric intelligence for debris monitoring providing valuable input to safety analysis, catalogue building, and long-term space-traffic management.

Acceptance Protocol

Concluded on the day of _____

Name of Agreement and Effective Date	
The Supplier	Sybilla Technologies spółka z ograniczoną odpowiedzialnością address: ul. Toruńska 59, 85-023 Bydgoszcz, Poland, KRS: 0000397835, NIP: PL9532632892, REGON: 341190982
The Contracting Authority	
Participant – representatives of Parties	Supplier: _____ Contracting Authority: _____
Subject of acceptance	
The acceptance is made	<input type="checkbox"/> Without any remarks <input type="checkbox"/> With remarks – as described below
Description of remarks	_____

Signatures of Parties' representatives:

Supplier	Contracting Authority

Annex 4 - Technical and Maintenance Support

1. Scope of Technical and Maintenance Support

This Annex sets out the detailed principles, communication channels, timeliness, responsibilities, and procedural rules applicable to the technical and maintenance support provided by the Supplier as part of the Software Subscription.

2. Support Channels

2.1 Supplier-provided Ticket System (ClickUp)

- a) Support requests may be submitted through the Supplier-provided ticketing system ("Support System").
- b) The Contracting Authority shall submit requests using the dedicated form prepared by the Supplier within the Support System.
- c) All communication, updates, and final reports concerning individual tasks shall, to the extent feasible, be maintained within the Support System in order to ensure a complete record of the support process.

2.2 Dedicated Microsoft Teams channel

A dedicated Microsoft Teams channel shall be established for operational communication related to support matters. Access to the Teams channel shall be granted to designated personnel of the Supplier as well as personnel appointed by the Contracting Authority. The Teams channel may be used for clarifications, ongoing coordination, and urgent communication, but all formal task tracking shall reside in the Support System.

2.3 Access to the Contracting Authority's Systems

In order to deliver updates, fixes, and software configuration activities, the Supplier may require direct access to the Contracting Authority's systems. The primary and preferred method of access shall be a secure VPN-based remote desktop connection (e.g. an OpenVPN or IPsec connection initiated from the PC operating system), implemented in accordance with the Contracting Authority's security policies. A secondary access method shall be TeamViewer.

Any alternative or additional technically acceptable access methods may be agreed by the Parties in writing on a case-by-case basis.

3. Response and Initial Analysis Timelines

3.1 Commencement of Work

The Supplier shall commence work on a submitted support request no later than two (2) business days following the day the request was submitted.

3.2 Initial Diagnosis

Following the initial diagnosis, the Supplier shall inform the Contracting Authority of:

- a) the estimated time required to resolve the issue, and
- b) the planned scope of work.

The Supplier shall commence further work only approval of such information by the Contracting Authority.

4. Acceptance by the Contracting Authority

The Contracting Authority shall review and accept or request amendments to the delivered task within two (2) business days from the date the Supplier notifies completion of the task. Failure to provide feedback within the timeframe may be deemed acceptance, unless reasonable justification for the delay is provided.

5. Reporting

A final report concerning the resolution of each support request shall be provided in the form of a written note or comment within the relevant task in the Support System.

6. Force Majeure and Technical Obstacles

Any delays caused by hardware failures, internet connectivity issues, system access limitations, or other circumstances beyond the reasonable control of the Supplier's personnel shall result in a corresponding extension of the deadlines and timelines set forth herein. This includes any circumstances constituting force majeure under the Agreement.

7. Unauthorized Modifications

Any unauthorized modifications, adjustments, or interventions made by the Contracting Authority or third parties in the Software or its configuration outside the procedures described in the training materials or user manuals, shall not be covered by the warranty or support. Support required to remedy such unauthorized actions shall be required to additional fees in accordance with the Supplier's applicable rates.

END-USER LICENSE AGREEMENT

This End-User License Agreement (hereinafter: **“EULA”**) constitutes a binding licensing agreement concluded between:

Sybilla Technologies spółka z ograniczoną odpowiedzialnością with its registered office in Bydgoszcz, address: Toruńska 59, 85-023 Bydgoszcz, Poland, entered into Registry of Entrepreneurs of National Court Registry held by the District Court for Bydgoszcz, XIIIth Commercial Division of National Court Registry under KRS No. 0000397835, NIP: PL9532632892, REGON: 341190982, share capital: 160.000 PLN (hereinafter: **“us”** or **“Sybilla”**)

and

the licensee, who shall gain access to the software specified herein, in accordance with principles set forth in this EULA (hereinafter: **“User”** or **“you”**).

This EULA applies to the following software: Astrometry24NET (hereinafter: **“Software”**) – software created by Sybilla, mainly used for analyzing space traffic, identifying Near-Earth Objects, and minimizing risk of collisions.

The purpose of this EULA is to specify the principles on the basis of which Software shall be licensed to you, including limitations and obligations of the User. The Software is licensed, not sold.

This EULA is reviewed and updated annually. This version is effective as of 19th of November 2025 and supersedes all prior versions.

1. ACCEPTANCE

If you declare acceptance of the contents of this EULA, prior to using the Software or if you start using the Software, you are fully bound by this EULA. If you do not accept this EULA, you must not install, use, or copy the Software.

When you express acceptance of this EULA on behalf of an organisation (either a company, consortium, partnership, or other similar collective), you declare that you are fully authorised to make such an acceptance, fully, without limitations, and need of additional declarations or consents of other persons.

If you were provided with the contents of this EULA and you:

- make or accept an order related to the Software,
- pay or accept an invoice related to the Software,
- accept other arrangements regarding the use of the Software
- purchase of the license,

then these actions described above shall be deemed a full acceptance of the EULA.

2. TERMS OF THE LICENSE

Based on this EULA and any additional arrangements between us and you, Sybilla grants you a paid, non-exclusive, non-transferable worldwide license to use the Software, pursuant to limitations set forth in EULA.

Detailed information on the scope of the granted license shall always be stated in a separate order/invoice issued by Sybilla. Either this order or the invoice shall be considered “additional arrangements”, as mentioned in the paragraph above.

The license shall be granted in one of the following models:

- I. COMMERCIAL LICENSE – this license is granted in order to enable you to use the Software in operations of your business. Under this license, you may collect observational/space data gathered via Software and further sell it, or implement it in the goods or services you are selling.

or

- II. EDUCATIONAL LICENSE – this license is granted in order to enable you to use the Software only in educational and research activities, which are not, in any way, connected with commercial activities of you or entities associated with you. Under this license, you may only use the Software in order to carry out scientific research and experiments, as well as educational activities (which are not commercial in nature).

Moreover, the license can be granted:

- I. FOR INDEFINITE PERIOD – this license is granted for indefinite period of time, in return for a one-time payment.

or

- II. FOR DEFINITE PERIOD (SUBSCRIPTION) – in such a case, the User shall pay a recurring licensing fee for the Software. As such, the license shall be valid as long as the appropriate remuneration is paid. Information about the license period shall be stated in the additional arrangements between the Parties.

The license is granted to the version of the Software existing at the moment of concluding the agreement – as such, any modifications, new version of the Software, including new features and functionalities can be granted to the User in return for additional payments, agreed upon by you and Sybilla, unless Sybilla decides otherwise.

This EULA and license granted under it entitles you to use the Software in the following fields of use: installing the Software and using the Software in connection with activities described above, as per model of granted license (either COMMERCIAL or EDUCATIONAL).

The Software may be installed or stored on your Devices or Devices which you effectively control. However, the license granted under this EULA entitles you to install the Software on ONE Device, understood as one optical tube, one focusing device and one camera, associated with a computer or server used to manage such an astronomical telescope system. As such, if you desire to use the Software on more than one Device, you have to purchase multiple licenses to the Software from Sybilla.

Together with the Software, Sybilla may grant you access to the documentation, recommendations, and manuals related to the Software (hereinafter: “**Documentation**”). Access to the Documentation is granted under a license, the terms of which are the same as the license granted to the Software, including the chosen model of granted license (either COMMERCIAL or EDUCATIONAL). Detailed information about the Software, including its compatibility, technical requirements, and functioning is indicated within the Documentation.

3. CHANGES TO THE SOFTWARE

Updates and changes

The Software is granted on an “as is” basis. In other words, Sybilla does not guarantee that the Software shall be updated, modified, or improved during the duration of the license, unless other arrangements have been made between you and Sybilla, which directly refer to this matter. Sybilla may, at its own volition, decide to release a new version of the Software to the Users. Sybilla shall inform the User if new version or modification of the Software might result in issues with compatibility with other software or hardware.

Fixing errors, technical support

Sybilla shall collect, analyse, and (if it deems it justified) respond to reports of errors, bugs, missing features, or other possible incorrect functioning of the Software. The technical support is provided on “as is” basis. Sybilla acts with due care to provide Users with basic technical support, although Sybilla is not legally obliged to make fixes or modifications to the Software, in any specified timeframe, unless obliged to do so on the basis of applicable law or other arrangements between you and Sybilla. Sybilla is not responsible for improper functioning of the Software resulting from: the activity of hackers and other illegal acts related to the Software or Devices on which it operates, as well as a lack of compatibility with other services, devices, or

software. Specific agreements revolving around provision of on-going technical support are subject to separate arrangements.

Reports of errors and issues with the Software should be reported to the contact addresses stipulated at the end of this EULA (“CONTACT”).

4. INSTALLATION

Installation of the Software on User’s Device is carried out either solely by the User or by a member of Sybilla’s staff, as per arrangements between you and Sybilla.

During the process of installing the Software on a specific Device, Sybilla may use technical measures meant to identify the Device on which the Software is installed (“fingerprinting”), together with the use of a specific licensing key for an instance of the Software. Such a fingerprinted Device will be marked as the one to which the Software belongs, as per other provisions of this EULA (namely, the limitation of one license per Device mentioned earlier).

If you wish to change the Device on which the Software is installed (e.g., because of technical failure or replacement of the Device), you are obliged to contact Sybilla. In such a case, Sybilla shall change the “fingerprinted” Device to a new one. This change is only possible if:

- changing the Device does not require us to install a newer version of the Software than the one to which the license was granted and
- changing the Device does not require us to grant access to additional features, other than those which were granted under the license.

If changing the “fingerprinted” device is connected with either scenario indicated in the points above, you must purchase a new license to the Software from Sybilla.

Sybilla is entitled to remotely verify whether the use of the Software by the User is compliant with the granted license and other possible arrangements between you and Sybilla. This especially relates to verifying whether the User follows the limitation regarding a number of Devices on which the Software can be used, as per limitations stipulated in this EULA. However, this will be verified only when checking and performing updates, transmitting telemetry or reporting requiring technical support.

5. REMUNERATION

The license to the Software is granted in return for remuneration. The amount of the remuneration and settlement periods (e.g., one-time fee or recurring fee) are agreed upon by you and Sybilla via separate arrangements.

In a scenario where you, for any reason, do not pay the licensing fee, as per arrangements between you and Sybilla, the granted license shall be considered revoked, unless a full payment (including possible interest and other fees) is made. In a scenario mentioned in previous sentence,

continued use of the Software, including its copying or installing, shall be considered a breach of this EULA and entitle Sybilla to seek appropriate redress.

If the license is granted for a definite period, and you wish to prolong the term of the license (or change the term of the license to indefinite period), you must contact Sybilla before the granted license expires, as to ensure the continuity of the license granted to you. In this case, you and Sybilla shall enter negotiations regarding terms of extending the duration of the license.

6. LIMITATIONS

You may not:

- decompile, "reverse engineer", disassemble, in whole or in part, or otherwise obtain source code of the Software,
- modify the Software or create derivative works based on the Software,
- remove, alter, hide, or destroy any trademarks or information contained in the Software,
- grant further licenses or resale the license to the Software to other entities,
- publicize the Software,
- make the Software available to third parties for their use (unless those third parties are members of your staff or your contractors, which must gain access to the Software for purposes of realizing their duties, assuming that they familiarized themselves with the contents of this EULA and will act in accordance with it), including providing the Software as an online service.

However, you may, as an exception, access, read or modify source code of the Software in connection with the requirement to ensure interoperability of the Software with other software or hardware used by you or to correct errors occurring in the Software, provided that you have earlier contacted Sybilla in this regard, and Sybilla did not provide sufficient support allowing to correct the existing errors. Additionally, you are allowed to use services of a third party to maintain the operability of the Software or other software or hardware integrated with the Software and such a third party may access to the source code in an extent required to provide its services.

Your use of the Software must be compliant with all appropriate regulations, including export-related regulations and/or dual-use regulations.

7. DEMO VERSION

At Sybilla's discretion, it may make available a trial version of the Software (hereinafter: "**Demo**"). The functionalities of the Demo are decided upon solely by Sybilla. If not specified otherwise, provisions of this EULA also apply to the Demo, especially in regard to limitations of use of Software and the obligations of the User.

Provision of the Demo to the User does not create any obligations for Sybilla regarding proper functioning of the Demo.

8. INTELLECTUAL PROPERTY

All intellectual property rights in the Software shall remain the property of Sybilla. This includes especially:

- the copyright to the Software, its source code, Documentation, as well as other elements embedded within the Software, namely UI elements, texts, sounds, graphics, videos,
- any trademarks, logos, confidentiality clauses, security classifications, or other similar statements and declarations embedded within the Software, presented alongside it or mentioned in Documentation or associated materials.

The User shall acquire no intellectual property rights in the Software, save as otherwise expressly provided in this EULA.

The User undertakes that all materials (including the Software itself and/or any associated intellectual property rights) belonging to or being under the control of Sybilla, to which the User gains access or receives directly or indirectly as a result of the operation the license granted under this EULA, shall not be used or accessed by the User, any of its staff, or any other person acting on its behalf, for any purpose other than as set out in this EULA.

The User shall give prompt notice to Sybilla if the User becomes aware of any unauthorized use or exploitation of the whole or any part of Software by any third party. Moreover, the User and shall ensure that its staff or any other person acting on its behalf do likewise.

All copies of Software made by the User remain the property of Sybilla, regardless of the format of the copy.

9. CHANGES TO EULA

Sybilla reserves the right to amend the provisions of this EULA. Details of any such amendments, and the date from which they will become effective, shall be notified via channels of communication usually used by Sybilla and which ensure that notification reaches the targets – namely, via e-mail and announcements on Sybilla's website (<https://sybillatechnologies.com/>).

10. ENTIRE AGREEMENT

This EULA, together with additional arrangements of the Parties mentioned in this supersedes and cancels all previous agreements and working arrangements whether oral or written, express or implied between you and Sybilla in respect of or in connection with the matters connected with the license to the Software.

11. GOVERNING LAW

This EULA and licenses granted according to it shall be governed by and construed and interpreted in accordance with Polish Law, and shall be subject to the exclusive jurisdiction of the Polish Courts. Any disputes that may arise in connection with this EULA or licenses granted under it shall be firstly resolved in amicable manner (this does not constitute an arbitration clause). In case where amicable dispute resolution methods do not achieve the desired outcome, the disputes shall be resolved solely by courts competent for seat of Sybilla.

12. SEVERABILITY

If any part, term or provision of this EULA, is held to be illegal or unenforceable, the validity or enforceability of the remainder of this EULA shall not be affected, and it shall be interpreted in accordance with the purposes of this EULA.

13. LIMITATION OF LIABILITY

Unless otherwise explicitly agreed to in writing by Sybilla, Sybilla makes no other warranties, express or implied, especially in regard to fitness of the Software for a particular purpose, other than as set forth in this EULA or in the Documentation provided with the Software.

Sybilla makes no warranty that the Software will meet your requirements or operate under your specific conditions of use. Sybilla makes no warranty that operation of the Software will be secure, error free, or free from interruption. You must determine whether the Software sufficiently meets your requirements for security and functioning. You bear sole responsibility and all liability for any loss incurred due to failure of the Software to meet your requirements. Sybilla will not, under any circumstances, be responsible or liable for the loss of data on any computer or information storage device.

Under no circumstances shall Sybilla, its directors, officers, employees, or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, installation, or use of the Software, whether due to a breach of contract, breach of warranty, or the negligence of Sybilla or any other party, even if Sybilla is advised beforehand of the possibility of such damages. To the extent that the applicable jurisdiction limits Sybilla's ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted. Sybilla's liability stemming from the guarantee (rekojmia) under the Polish Civil Code is fully excluded. Sybilla's liability is limited to the amount of remuneration paid by you for the license to the Software.

If you are a consumer using the Software, the limitations mentioned in the paragraph above do not apply to you.

Sybilla shall not be liable for failure to perform any of its obligations under the binding agreements if such failure is caused by or arises as a result of an event of Force Majeure resulting directly from any cause which is beyond its reasonable control, including, but not limited to, the

following examples: fire, flood, strike, acts of god, changes of the regulatory environment, acts of governmental or military authorities, civil unrest, terrorism and war.

Sybilla shall also not be responsible for any damage caused by improper use of the Software or the Device by the User or any of its operators, in particular if the Software or the Device is used in a manner inconsistent with the user manual or the Documentation. Sybilla is also not responsible for damage caused by improper use of the Device, damage caused due to the Device's defects or errors. The operator of the Device is responsible for its use in accordance with its user manual and professional best practices.

14. NO WAIVER

No waiver of any term or condition of this EULA shall be effective unless made in written form (otherwise null and void). The waiver of any breach of any term or any condition of this EULA shall not be construed as a waiver of any subsequent breach of a term or condition of the same or different nature.

In case separate arrangements between you and Sybilla are not compliant with the provisions of this EULA, these separate arrangements shall take precedence over the provisions of the EULA.

15. TERMINATION OF THE LICENSE

In a scenario where you, or persons you have authorized to use the Software (in compliance with this EULA) infringe upon provisions of this EULA or if you are in delay in paying the remuneration for granted license lasting at least 7 days, Sybilla shall be entitled to issue a demand that you act in accordance with EULA, giving you a specified deadline to do so (at minimum – 3 days). If just mentioned deadline lapses, and you are still in breach of your obligations, Sybilla shall be entitled to terminate the agreement between you and Sybilla, immediately, without period of notice.

In the event of termination, the User must cease using the Software and destroy all copies thereof.

16. CONTACT

For any inquires related to the Software or licenses, feel free to contact Sybilla using the details provided below. Please keep in mind that Sybilla does not guarantee a specified response time to your inquires.

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