

Standard License Agreement

This License Agreement sets forth the terms and conditions governing purchase of license(s) and use of Software owned and delivered by Motor JS.

By Installing or using the Software, Licensee agrees to be bound by this Agreement, unless Licensee is using the Software for authorized non-commercial purposes.

If Licensee does not agree to this Agreement, Licensee is not allowed to install or use any Software made available by Motor JS.

1. Ownership & Copyright

All Software is the property of Motor JS and is protected by copyright law as well as other statutory and nonstatutory intellectual property law. Motor JS product names and signs are owned by Motor JS.

All title and copyrights in and to Software, trademarks and accompanying materials and rights are and shall remain owned fully and solely by Motor JS, and nothing herein shall involve or imply any transfer of such ownership or rights. Through this Agreement, Software is licensed, not sold.

Motor JS reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (a) except as specifically set forth in this Agreement, Motor JS retains all right, title and interest in and to Software, and Licensee does not acquire any right, title or interest to Software except as set forth herein; (b) any configuration or deployment of Software shall not affect or diminish Motor JS' rights, title or interest in and to Software. Except as stated in the foregoing subsection, nothing in this Agreement shall limit in any way Motor JS' right to develop, use, license, create derivative works of, or otherwise exploit Software, or to permit Third Parties to do so.

2. Grant of License

Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, Motor JS grants Licensee the right to use the Licensed Software within the scope of the granted License type. The License, which shall be registered in Licensee's name, shall commence on Delivery Date and be effective until terminated in accordance with the terms and conditions set forth in this Agreement. When entering into this Agreement, Licensee must choose

- i) one or more of the License types described in this section and;
- ii) the number of Developers to be included in the License, if purchasing Developer License(s) as further described in section 2.2 and;
- iv) the number of Developers, Customer Installations, with or without developer rights, to be included in the License, if purchasing OEM License(s) as further described in section 2.3.

Each License type grants Licensee a specific set of usage-rights to Licensed Software, as described respectively in section 2.2, and/or 2.3 below. Depending on the purchased License type(s), sections 2.2 and/or 2.3 below shall apply. Section 2.1 shall apply to all License types and hence regardless of the chosen License. The License type(s) chosen by Licensee shall be stated in the License Statement.

2.1 Grant of License

The determination of which License type will be suitable for Licensee will depend on factors, such as e.g. the number of developers, the manner of deployment of Licensee Products, the number of installations, etc.

Licensee may seek advice on the suitable License type directly from Motor JS. In such case, Motor JS will use its best effort to suggest a suitable License type based on the information provided by Licensee. Licensee shall bear the risk for the correctness and completeness of information provided by it. Under any circumstances, Motor JS provides no guarantees, express or implied, as to the suitability of the chosen License type(s) and hereby disclaims any and all liability related to the choice made by Licensee.

Licensee may obtain Licensed Software source code by downloading the source code which will be sent from Motor JS, or via access to private GitHub repo, and make own edits, and keep its own repositories with the modified source code.

Licensee undertakes not to use Software as part of any offerings comprising functionality that is substantially similar to that of Software or any other products that Motor JS is offering, during the term of this Agreement, and for a period of three (3) years after its termination, however occasioned. Nothing in this Agreement shall, however, be construed to preclude either Party from developing, using, marketing, licensing and/or selling independently software which has the same or similar functionality as Software or any other products, as long as such activities do not infringe the intellectual property rights of the other Party or other statutory or nonstatutory provisions.

Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in Software found in the license-header of the code files.

2.2 Team and Enterprise License

Through a Team or Enterprise License, Motor HS grants Licensee a non-exclusive, perpetual, non-sublicensable, non reusable, worldwide right to install, reproduce, use and further develop Licensed Software;

- i. on any computer, platform, system and/or environment controlled or owned by Licensee, and;
- ii. on any number of websites, domains or intranet sites; and

iii. either (a) in one (1) Software as a Service (SaaS) owned or controlled by Licensee, or (b) in one (1) web application owned or controlled by Licensee. The actual number of Developers at any time must not exceed the total number of Developers stated in License Statement.

A Developer License does not authorize Licensee to perform Customer Installations. All Customer Installations made by a Licensee holding only a Developer License shall therefore be deemed unauthorized and invalid and shall be considered a material breach of this Agreement.

The License does not include any Content Creators, but such Content Creators may be added to the License if agreed upon by the Parties. In order to be valid, such agreement must be made in writing, and the agreed number of Content Creators shall be specified in the License Statement.

Licensee are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Software, in itself or together with other software, or in any other way make Software available to any Third Party. Any attempt to do so shall be considered a material breach of this Agreement.

2.3 OEM License

Through an OEM License, Motor JS grants Licensee a non-exclusive, perpetual, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software as an integral part of a Licensee Product, provided that such Licensee Product be supplied to Third Party through a Customer Installation, with or without Developer Rights and, dependent on Licensee's choice as specified in License Statement.

The right to use the Software granted herein shall not be sublicensable except that Licensee may grant its customers the right to install and use the Software as an integral part of a Licensee Product. The authorization to sublicense Licensed Software under this section 2.3 first paragraph only applies when and as long as such Software lawfully is incorporated with Licensee Product supplied to Third Party in accordance with this Agreement.

Licensed Software may only be incorporated into such Licensee Products as specified in the License Statement. Licensee shall be prohibited from reselling any Licensee Product, and from granting its customers permission to use the Software, in any manner that contradicts the terms and restrictions of this Agreement or the License(s) granted hereunder.

Motor JS acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee Product, and Motor JS does not acquire any right, title, or interest in or to such

product; and (ii) any integration of Licensed Software with Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.

3. Delivery

During the term of this Agreement, Licensed Software shall be made available by Motor JS and Licensee. As set forth in sections 2.1 above, Licensed Software after the initial twelve (12) months period shall not be available to Licensee unless additional year of subscription is purchased in advance.

4. Marketing

Licensee may use Licensee's own descriptions of the functionality provided by Licensed Software for the purposes of marketing Licensee Products insofar as the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of Software. Licensee undertakes not to brand Software as Licensee's own or declare or give the impression that Licensee owns the copyright in Software.

Licensee may use Motor JS name and logos in its marketing, promotion and website, as is reasonably necessary in order to describe and promote Motor JS Software.

Licensee agrees to conduct its business with the highest standards and will do nothing to injure Motor JS' reputation.

5. Warranties and representation

5.1 Scope

Motor JS' warranties and representations in this section 5 are limited to Licensed Software provided to Licensee under this Agreement.

5.2 Motor JS' warranties and representations

Motor JS warrants and represents that: For a period of ninety (90) days following its Delivery Date, Licensed Software will perform substantially in accordance with Motor JS' written

specifications, provided that it has been used in accordance with all documentation and specifications made available on Motor JS' Website.

Motor JS will perform its obligations under this Agreement in accordance with all applicable laws and regulations,

Motor JS has the full and unconditional ownership of Software,

This Agreement does not infringe intellectual property rights of any Third Party,

The Licensed Software does not include any Third-Party software,

Licensee may make full use of License granted to it in full knowledge of the above,

Motor JS has the requisite knowledge, personnel, resources and know-how to fully perform and deliver Licensed Software and associated services as contemplated by this Agreement in a professional manner,

Motor JS has not intentionally placed and will use its best efforts to avoid the placement of any Harmful Codes into Licensed Software provided under this Agreement. For the purpose of this section 7.2 "Harmful Codes" is defined as any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

5.3 Licensee's remedies

In the event of breach, or alleged breach of any of the warranties in section 5.2, Licensee shall promptly notify Motor JS and delete Software. Licensee's sole remedy in such an event shall be that Motor JS shall re-supply or correct the Licensed Software so that it operates according to the warranties set out in section 5.2. The warranties shall not apply if Licensee has modified, or used Software improperly, or on an operating environment not approved by Motor JS. Improper use and unapproved operating environments will be as set forth in the documentation provided to Licensee on or prior to Delivery Date.

6. Limitation of Liability

All Software and support services supplied by Motor JS are provided 'as is' and may have errors and omissions. Thus, remedies are only available to Licensee in the event of any breach of the warranties set out in section 5.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY OTHER PARTY, SHALL Motor JS BE LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES; OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

In all events, Motor JS's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to the sum of all fees paid or due by Licensee under this Agreement during the last twelve (12) months before the breach occurred.

7. Intellectual Property Management

Motor JS will defend, indemnify and hold Licensee harmless against any claim stating that Licensed Software is violating any Third-Party copyright provided that:

- i. Licensee promptly notifies Motor JS of the claim, such notice to be provided no later than ten (10) business days after receipt of said claim(s);
- ii. A copy of the notice(s) of copyright infringement is promptly sent to Motor JS in accordance with section 15.7;
- iii. Licensee in good faith cooperates with and assists Motor JS in the defense of the claim in question and meets reasonable requests from Motor JS in that respect;
- iv. Notwithstanding item iii. above, Motor JS shall have sole control of the defense and any related settlement negotiations in the case of legal proceedings; and
- v. Licensee timely provides Motor JS with all necessary assistance, information and authority to perform the above.

If Licensed Software is held by a final court ruling to be infringing any Third Party copyright Motor JS will at its option: (i) obtain the right for Licensee to continue to use such Software consistent with this Agreement; (ii) modify such Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to Licensee and all of Motor JS's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Motor JS's indemnity obligations under this section 7 shall under any circumstances be limited to the total amount invoiced to Licensee by Motor JS under this Agreement during the last twelve (12) months prior to the day when Licensee provided notice to Motor JS of claim subject to this section 7.

8. Confidentiality

For the purpose of this section each Party shall be called Disclosing Party and Receiving Party respectively.

Each Party acknowledges that Confidential Information is proprietary, that it is valuable to Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to Disclosing Party.

Obligations of Receiving Party in regard to Confidential Information:

- i. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto,
- ii. To use Confidential Information for the sole purpose of fulfilling this Agreement, or for the purpose of enhancing or improving the services provided under Advantage or the general customer experience when doing business with Motor JS and/or Motor JS' trusted partners, unless otherwise expressly agreed to in writing by Parties,
- iii. Not to duplicate, in whole or in part, any Confidential Information,
- iv. Subject to the next paragraph, not to disclose Confidential Information to Third Parties except on a need-to-know basis, and each such entity or individual person Receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement,

Information stated in the License Statement provided by Motor JS to Licensee may be shared with Motor JS' officers, employees, Affiliates and trusted partners, provided that Motor JS holds an agreement with such entity or individual person committing them to same level of confidentiality as the Parties have agreed to in this Agreement.

This confidentiality section 8 shall survive any termination of the Agreement however occasioned.

9. Term and Termination

This Agreement shall stay in force for twelve (12) months from Delivery Date and thereafter for as long as Licensee is actively renewing yearly subscription.

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party. Upon Motor JS's termination for material breach by Licensee, Licensee shall subject to the limited perpetuity under section 3.1 fourth paragraph, immediately cease use and distribution of Licensed Software.

The termination or expiration of this Agreement shall not impair any license-, sublicense- or maintenance obligations already granted or undertaken by Licensee towards Third Party regarding Licensed Software lawfully incorporated into Licensee Product pursuant to OEM License under this Agreement. In such case, upon termination or expiration of this Agreement,

Licensee may continue to exercise the rights granted hereunder to the extent necessary to fulfill such already existing contractual obligations that Licensee has towards such Third Party.

On termination or expiration of this Agreement, each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. section 10, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party. A written confirmation that such deletion has been completed shall be sent to the other Party without undue delay.

10 Non-assignment

Licensee may not assign or transfer all, or any part of its rights under this Agreement without Motor JS's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to its Affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, Licensee shall notify Motor JS in writing without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

11 Processing of Personal Data

In collecting information about Licensee and Licensee personnel or customers, Motor JS is acting as a data controller and is required to provide Licensee with information about why and how Motor JS collects and use Licensee and Licensee personnel- or customer data, and about the rights Licensee have over their data.

These matters are duly treated in Motor JS's privacy policy, available at Motor JS Website. The Licensee hereby undertakes to provide any personnel which is or might be affected by the collecting of personal data under this Agreement with due information about Motor JS's privacy policy.

To the extent applicable to this Agreement, the Parties shall reasonably assist each other in its compliance with any and all international Applicable Laws related to data protection.

Motor JS will not be processing or controlling any Licensee customer sensitive data. If such an event should occur in the future, a Data Processing Agreement (DPA) between the Parties will be signed.

12 Miscellaneous

12.1 Relationship between Parties

Parties are independent contractors, and this Agreement shall not constitute or be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act, or failure to act, of the other, or as providing either Party with the right, power, or authority (express, or implied) to create any duty or obligation of the other. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

12.3 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

12.4 Waiver

The waiver by either Motor JS, or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Motor JS's intellectual proprietary rights in Licensed Software, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has occurred

12.5 Amendments

No amendment to, or modification of this Agreement shall be binding unless made in writing and signed by Parties. Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of this Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Motor JS, or by or on behalf of Licensee at the request of Motor JS, shall be void, and of no force or effect to the extent such are in breach of or contradiction with this Agreement.

12.6 Entire Agreement

This Agreement is the entire agreement between Motor JS and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that relationship.

12.7 Notices

All notices to be given under this Agreement to Motor JS shall be sent either by email to hello@motor-js.com. Information from Motor JS to Licensee shall be sent by email to the email address Licensee has provided upon purchase. It is Licensee's responsibility to ensure that the e-mail address is correct. Motor JS does not take responsibility for lost communication. All notices, demands or other communication given by a Party to the other shall be deemed to have been duly given when made in writing and sent to the registered e-mail address or when a hardcopy is received by Motor JS at the stated address.