

## Software License Agreement

This Software License Agreement (“Agreement”) is a legal agreement between you (“**You**”, “**Your**”, or “**Customer**”) and **Nanc Inc.**, a Delaware corporation.

This license is for all packages (modules/parts of the Licensed Product) included in the standard *Nanc* package. **Nanc Inc.** licenses its products per copy basis (hereinafter referred to as retail licenses) or on a subscription basis. Your right to own, distribute, develop, and/or compile anything that includes, relates to, or compiles with any given copy of the *Nanc software product* is set forth in this Agreement.

Please read all terms and conditions of this Agreement carefully before downloading, installing, or using the Licensed Product (as that term is defined below). This Agreement between you and **Nanc Inc** sets out the terms of your use of the Licensed Product. For purposes of this Agreement, the effective date of this Agreement is the date you download the Licensed Product. If you are working on behalf of a corporation, company, or other legal entity, you agree that you have the ability to bind them to these terms.

BY DOWNLOADING AND USING THE LICENSED PRODUCT, YOU ACCEPT ALL THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS A BINDING CONTRACT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT AFTER READING THIS AGREEMENT, PLEASE CONTACT **NANC INC** VIA [HELP@NANC.IO](mailto:HELP@NANC.IO) BEFORE USING THE SOFTWARE PRODUCT

### 1. General information

- 1.1. This Agreement represents the entire understanding between **Nanc Inc** and the Client and supersedes all prior written or oral communications between the parties regarding the subject matter of this Agreement. The terms of this Agreement shall take precedence over any purported conflicting provisions that may appear in any Customer purchase order or any other documents. In the event that the Customer believes that the terms of the Purchase Order are applicable, then the only remedy is a prorated refund. By starting to use any Licensed Product or part thereof, the Customer acknowledges and agrees that he has read the terms and conditions of this Agreement and agrees to be legally bound by

### 2. Definitions

- 2.1. Community License means a limited license that may be granted to Clients with (1) less than \$3 million in annual gross income and (2) ten or fewer developers or Clients who are individuals developing non-commercial projects or non-profit organizations developing non-commercial products. Community License provides free access to all *Nanc* features
- 2.2. Computer System means the hardware computer equipment on which the Customer chooses to install and/or run a copy of the *Nanc* Licensed Program
- 2.3. Documentation means electronic documentation provided by **Nanc Inc** with the Licensed Program, such as online user manuals and online help
- 2.4. End User means a designated individual who has Program Access and is granted the rights to use the Licensed Product under this Agreement
- 2.5. Licensed Builds means compiled binaries of the *Nanc* software, or generated executables in any form, using or created from the *Nanc source code* or using the *Nanc* source code, such as “aot”, “dart”, “so”, “js”, “ts”, but not limited to these executable file types
- 2.6. Licensed Product means together the Licensed Program(s) and the *Nanc* Documentation
- 2.7. Licensed Program(s) means the source code version or executable version of the *Nanc Software* and the Licensed Builds, as the case may be, and any updates or new versions thereof that **Nanc Inc.** may make available to Customer during the term of this license
- 2.8. Programmatic access means the access and/or ability to modify, fix bugs, code, add a line of code, change any code, compile, develop or recompile anything that contains, references

(directly or indirectly), compiles, compile any "dart" or "js " file or otherwise invokes or uses the Licensed Product or parts thereof

2.9. Provider(s) means third parties that provide portions of the Licensed Program to another party

3. License fee

3.1. The License Fee is the aggregate of fees for the Licensed Programs selected by Customer

3.2. The License Fee is payable by the Client upon receipt of an invoice from **Nanc Inc**. All payments under this Agreement shall be made in US dollars and, if not paid within fifteen (15) calendar days of the date of issue, they will bear interest at the rate of fifteen percent (15%) per annum. Interest is calculated from the date the payment was due until the date the payment is due. In addition, the Client agrees to pay **Nanc Inc's costs** of recovering any past due amounts under this Agreement, including, without limitation, reasonable attorneys' fees.

4. Grant of a license

4.1. **Nanc Inc** hereby grants Customer a limited, non-exclusive, non-transferable license to use the Licensed Product per the terms set forth in this Agreement solely to develop Customer's products. For the avoidance of doubt, Customer agrees that the Licensed Product is being licensed and not sold. Any use of the Licensed Programs by Customer shall be solely in accordance with the Documentation and this Agreement. In addition, Customer does not acquire any rights to the Licensed Product other than those expressly granted herein. Each person with Programmatic Access must have an active license

4.2. All licenses are subject to the following restrictions:

4.2.1. The Licensed Product must be used by the Client only for its sole and exclusive benefit and may not be used to provide time-sharing or other similar services.

4.2.2. Customer may not transfer, distribute, or sublicense the Licensed Product to any third party, and Customer's license will automatically terminate upon such transfer or distribution.

4.2.3. The Client must comply with the following requirements in this Section as set out below. Customer acknowledges that any breach of this section will constitute a material breach of this Agreement and will result in immediate termination of the license granted under this Agreement.

4.2.3.1. Customer may not use the Licensed Product in a manner that would result in Customer developing software products that directly or indirectly compete with the Licensed Product or any other **Nanc Inc products**.

4.2.3.2. Customer's use of the Licensed Programs shall be directed to the development of Customer's products that include significant additional features.

4.2.3.3. The Licensed Program(s) may not be used to create frameworks/controls/skins or other similar products that are intended to be reused by anyone

4.2.4. Subject to the limitations of this Agreement, Customer must ensure that each individual End User has its own copy of the Licensed Product in accordance with the requirements below.

4.2.4.1. Each user who creates Customer products that rely on or use the Licensed Product in any way must have an assigned copy of the Licensed Product

4.2.4.2. Customer also agrees that Customer must ensure that sufficient licensed copies of each Licensed Program are available.

4.2.4.3. Customer represents and warrants that it has received a copy of the Licensed Program for each person who writes/codes software applications that include the Licensed Program(s).

4.2.4.4. Customer agrees to comply with all **Nanc Inc requests** for compliance information as described herein. **Nanc Inc** reserves the right to request, and the Client must provide no later than thirty (30) days from the date of **Nanc**

**Inc's initial request** , reasonable assurance that it will comply with the terms of this Section 4.2.4. Such warranties must include, but are not limited to, information that accurately demonstrates Customer's full use of the Licensed Product, including (1) the name of Customer's products (software applications or software developments) that are associated with or dependent on the Licensed Product, (2) the location of the premises where such Customer products are developed, (3) the means by which Customer's software development teams obtain and distribute copies of the Licensed Products, and (4) the size of the team (the actual physical number of all individual members of such team) working on each software product. application or project that includes or is related to the Licensed Product. **Nanc Inc** reserves the right to request additional information, and the Client shall provide such additional information as **Nanc Inc** deems necessary to ensure the accuracy and completeness of such reasonable warranties. For the avoidance of doubt, the information requested here does not constitute an audit of the Client's environment or operations conducted by **Nanc Inc**.

4.2.4.5. In the event that Customer uses a dedicated assembly machine for Customer's products, Customer is not required to have a separate license for the Licensed Product assigned to a dedicated assembly computer, but instead Customer may use a copy of the Licensed Product assigned to the primary user of the dedicated assembly computer. For the avoidance of doubt, Customer agrees that, in order for this computer to be a custom build, such computer must not be used to develop software products that use the Licensed Product, or it may only be used for such purposes by the primary user whose license is being used for the process. assembly

4.3. The Community License is subject to the additional restrictions set out in this Section.

4.3.1. The Community License is not available to any government agency or any quasi-public agency regardless of size, budget or budget

4.3.2. The Community License may be used by individual End Users for any lawful purpose, including commercial use, subject to all limitations set forth in this Agreement. Individual End Users may not use any Licensed Product licensed under a Community License on behalf of any person or entity, unless the individual or entity itself qualifies for a Community License in accordance with the financial test set forth below

4.4. To qualify for a Community License, an organization or individual must meet all of the following requirements and comply with the following restrictions

4.4.1. The business or organization must have an annual gross income of not more than three million US dollars (3,000,000.00 USD) or foreign currency equivalent during the year preceding the year in which the Client wishes to become a licensee under the Community License, and throughout the entire licensing period . **Nanc Inc** reserves the sole right to make the final determination as to whether the Client may initially qualify for and subsequently retain the right to have a Community License. For the purposes of determining and maintaining eligibility for a Community License, there must be absolutely no exception to the determination of gross annual income. If an entity or entity is controlled by another entity or entity, the controlling entity or entity must also meet the gross annual income requirement when combining all such entities owned or controlled by the parent entity or entity. The Community License can also be used by non-profit organizations or individuals to create a non-commercial product/application/software

4.4.2. A business or organization that has never received more than five million US dollars (5,000,000.00 USD) of capital from an external source such as private equity or venture capital to be eligible for a Community License

- 4.4.3. A business or organization cannot have more than ten (10) developer end users. No entity or organization (excluding non-profits) may hold more than ten (10) Community Licenses at any one time. Holding more than ten (10) Community Licenses at any given time, the organization automatically loses the right to obtain a Community License from now on and at any time in the future, even if the number of Community Licenses subsequently becomes equal to or less than ten licenses
- 4.4.4. **Nanc Inc** reserves the right to request and Client shall promptly provide all reasonable assistance to verify Client's eligibility to obtain and/or maintain a Community License, including access to supporting documentation as required
- 4.4.5. The Community License is not transferable under any circumstances
- 4.4.6. Customer may not use the Community License to provide services on behalf of another person or entity, unless the legal entity or organization to which the service is provided is also eligible for a Community License in accordance with the terms set forth herein
- 4.4.7. If Customer becomes ineligible, as set forth herein, to continue as a licensee under a Community License, Customer must immediately notify **Nanc Inc** of such occurrence and transition to a Commercial License. Failure to notify **Nanc Inc** within sixty (60) days of losing the Community License is a material breach of this Agreement.
- 4.5. Terms of open source projects
  - 4.5.1. If Customer uses the Licensed Product to create any Open Source Project(s) and makes such Project(s) available to others, Customer agrees to be bound by the following additional terms. Failure to comply with any of the following additional terms is a material breach of this Agreement and will result in immediate termination of all rights granted under this Agreement. In the event of a violation of this section entitled "Open Source Project Terms", the Client shall be immediately liable for all damages directly or indirectly caused by a violation of this Agreement
  - 4.5.2. Customer must have a written agreement (license) pursuant to which it grants rights to its Open Source Project, and such written agreement must clearly state that any person or entity receiving any Nanc Inc code must obtain **its** own a licensed copy (license) of the Licensed Product from **Nanc Inc**.
  - 4.5.3. The open source project(s) may not be licensed under any virus license, including but not limited to the GNU or GPL or any similar license
- 5. Ownership. Ownership of the Licensed Product is not transferred to the Customer. Ownership and all applicable patents, copyrights, trademarks, and trade secrets in the Licensed Product remain with **Nanc Inc** or third parties from which **Nanc Inc** obtained rights to license the Licensed Product. The Licensed Product provided under this Agreement, including the ideas, concepts, know-how and technology contained therein, are the property and trade secrets of **Nanc Inc** and Customer agrees to respect their proprietary, confidential and trade secrets as set forth herein. Customer agrees to take appropriate action, at the direction or agreement of its employees who are authorized to access the Licensed Product, to fulfill their obligations under this Agreement.
- 6. Validity and termination
  - 6.1. The Community License is valid indefinitely as long as the Client is subject to all restrictions under which he can use the Community License
  - 6.2. The Commercial License is valid for the period for which the License Fee was received. The minimum period in this case is one calendar month, there are no restrictions on the maximum period
  - 6.3. Upon the expiration of the License or the termination of any Team, Project, Division, or Customer must do all of the following:
    - 6.3.1. Customer will remove all Licensed Products and Licensed Builds from any Customer product or other software that is used within Customer's organization (including subsidiaries and affiliates)

- 6.3.2. Upon request by **Nanc Inc**, Customer shall scan its systems in accordance with the instructions provided by **Nanc Inc** and provide **Nanc Inc** with results indicating that the Licensed Product has been completely removed.
- 6.3.3. Upon complete removal of copies of the Licensed Product from Customer's systems, Customer shall not need to revoke Customer's products that have been distributed for external use (i.e., persons outside of Customer's organization, subsidiaries, and affiliates) prior to the expiration or termination of the Agreement. However, Customer may not continue to own, lease, license, or maintain any applications that contain or depend on the Licensed Products.
- 6.3.4. Customer acknowledges and agrees that Customer will no longer have the right to own the Licensed builds or copies of the Licensed Product and will subsequently not be able to distribute any program code or applications incorporating the Licensed Product.

## 7. Guarantee

- 7.1. Once installed on the Computer System, the Licensed Program(s) will operate in all material respects in accordance with the specifications set forth in the Documentation for a period of sixty (60) days. If Customer discovers a defect within this sixty (60) day period, Customer must provide **Nanc Inc** with an email notice to [help@nanc.io](mailto:help@nanc.io) stating the nature of such defect and provide **Nanc Inc** with sufficient details to correct the claimed defect. Such notice must be delivered to **Nanc Inc** within 60 days. **Nanc Inc.** has sixty (60) days from the date of receipt of such notice to remedy the claimed defect. Customer's sole remedy for any defect in the Licensed Programs not corrected within the 60-day period is to terminate this Agreement and obtain a refund of the amounts paid. Any modification or attempted modification of the Licensed Product by the Customer, or any failure by the Customer to implement any enhancements or upgrades to the Licensed Product supplied by **Nanc Inc** , will void this limited warranty. **Nanc Inc** shall not be liable for any defects or any defects caused by any additions or modifications to the Licensed Product by the Customer
- 7.2. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, IN THIS SECTION, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING OUT OF LAW, BUSINESS, PERFORMANCE OR TRADE USE WITHOUT LIMITING THE GENERAL INFORMATION OF THE FOREGOING

## 8. General provisions

- 8.1. Client may not assign any of its obligations, rights or remedies under this Agreement and any such attempted assignment will be void.
- 8.2. It is expressly stipulated that the parties act under this Agreement as independent contractors. Under no circumstances shall any employee of one party act on behalf of or be considered an employee of the other party for any purpose.
- 8.3. **Nanc Inc. has the right, but not the obligation, to use the name and logo of the Client in the Nanc Inc. list of licensees** . Such list of licensees will identify Customer by name and/or logo only, but will not make any representations about the relationship between **Nanc Inc** and Customer without Customer's permission. **Nanc Inc** will remove the name of the Client from any such list upon sixty (60) days' written notice to the Client.
- 8.4. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of this Agreement invalid or otherwise unenforceable in any respect. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision shall be construed to achieve its intended purpose to the fullest extent permitted by applicable law, and the remaining provisions of this Agreement shall continue in full force and effect. force
- 8.5. The terms and conditions of this Agreement apply to any and all Provider software included in or embedded in the Licensed Programs.

## 9. General provisions

- 9.1. This License Agreement (hereinafter referred to as the Agreement) establishes the terms of use of the software (hereinafter referred to as the Software), and applies to all users of this Software
  - 9.2. Use of the Software is possible only under the terms of this Agreement. If the User does not accept the terms of the Agreement in full, the User has no right to use the Software
10. Data management and security
  - 10.1. **Nanc Inc** does not store or process data
  - 10.2. **Nanc Inc** does not collect, store, otherwise process or disclose Customer data directly
  - 10.3. Other than the required license assignment information, which includes names and associated email addresses, **Nanc Inc** will not solicit and knowingly does not accept any information that could be considered personally identifiable to an individual. Subject to any law or statute, **Nanc Inc** provides no defense, indemnity or warranty of any kind. You further acknowledge and agree that if you submit any information to **Nanc Inc** other than information requested explicitly by **Nanc Inc** to assign licenses, then **Nanc Inc** will treat any such disclosure as a material breach of this Agreement
  - 10.4. After assigning a license, each individual user will receive a unique identifier with a token key that activates the corresponding account of such a user
11. Rights and obligations of the parties
  - 11.1. The User has the right to use the Software only in accordance with the terms of this Agreement.
  - 11.2. The User has no right to use the Software for the following purposes:
    - 11.2.1. Resale of software as a self-sufficient product.
    - 11.2.2. Provision of paid services for the implementation, development or support of software without the consent of Nanc Inc.
    - 11.2.3. Using as part of a service in a cloud infrastructure and providing access to software as a service in this infrastructure.
    - 11.2.4. Providing access to the Software as a Service under any conditions.
    - 11.2.5. Creation / sale / distribution of derivative products based on the software, with a change in the name of the software.
    - 11.2.6. Changing the software license.
    - 11.2.7. Creation of free cloud services, the key functionality of which is the functionality of the software.
  - 11.3. In the event that the end user of the software is a third party, for example, a company or individual who ordered the development, then the end user must meet the requirements of the Community License, or pay for the Commercial License