FastOQLTM END-USER LICENSE AGREEMENT FOR COMMERCIAL EDITIONS

Agreement version 1.1

1. DEFINITIONS

- 1.1 "SOL" refers to Serbian Object Laboratories (SOL Software) d.o.o., Belgrade, Serbia.
- 1.2 "Licensee" refers to you, as either an individual or a legal entity.
- 1.3 "Agreement" refers to this license agreement with its appendices (if any) as its integral part.
- 1.4 "Licensed Software" refers to the SOL software product(s) covered by this Agreement, which include(s) computer software in source or object forms, and may include printed, online, or electronic documentation, examples, and associated media.
- 1.8 "Updates" are updates (including patches, fixes, or corrections) or other components of the Licensed Software that Licensee may receive separately but comprise part of the Licensed Software.
- 1.9 "Third Party Artifacts." The Licensed Software may use or provide links to third party libraries, components, code, or other artifacts to implement some functions and features. These third party artifacts are collectively referred to as "Third Party Artifacts." Third Party Artifacts are not prepared by or owned by SOL, and do not comprise part of the Licensed Software, neither this Agreement governs or otherwise overrules the license granted for Third Party Artifacts.

2. GENERAL PROVISIONS

- 2.1 This Agreement is a legal agreement between Licensee and SOL for the Licensed Software.
- 2.2 The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold.
- 2.3 By installing, copying, or otherwise using the Licensed Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee may not install, copy, or otherwise use the Licensed Software. In addition, by installing, copying, or otherwise using any Updates, Licensee agrees to be bound by any additional license terms that accompany such Updates. If Licensee does not agree to the additional license terms that accompany such Updates, Licensee may not install, copy, or otherwise use such Updates.
- 2.5 Upon Licensee's acceptance of the terms and conditions of this Agreement, SOL grants Licensee the right to install or use copies of the Licensed Software in the manner provided in the Agreement.

3. PERMISSIONS

3.1 SOL grants Licensee a nonexclusive, non-transferable right to install and use copies of the Licensed Software on the machines with the total number of processor cores not exceeding at any time the number specified upon the purchase of the License.

- 3.2 Under no circumstances may any portion of the Licensed Software be distributed separately. The Licensee may not reproduce or distribute Licensed Software or any of its portions as embedded in mass-market or specialized electronic devices.
- 3.3 Under no circumstances may the Licensed Software or any of its portions be modified, decompiled, or reverse-engineered in any way.
- 3.4 Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software.

4. DISCLAIMER OF WARRANTY

4.1 The Licensed Software is licensed to Licensee "as is". To the maximum extent permitted by applicable law, SOL on behalf of itself and its suppliers, disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

5. LIMITATION OF LIABILITY

- 5.1 In no event unless required by applicable law will SOL be liable to Licensee or any third party for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Licensed Software, including but not limited to loss or corruption of data, or data being rendered inaccurate, or losses sustained by Licensee or third parties, or a failure of the Licensed Software or any of its parts to operate with any other systems, even if such holder or other party has been advised of the possibility of such damages.
- 5.2 Notwithstanding the warranty disclaimer, if SOL is held liable to Licensee, whether in contract, tort or any other legal theory, based on the Licensed Software, SOL's entire liability to Licensee and Licensee's exclusive remedy shall be, at SOL's option, either (A) return of the price Licensee paid for the Licensed Software, or (B) repair or replacement of the Licensed Software, provided that Licensee returns to SOL all copies of the Licensed Software as originally delivered to Licensee. SOL shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse, or misapplication, nor shall SOL under any circumstances be liable for special damages, punitive or exemplary damages, damages for loss of profits, or interruption of business, or for loss or corruption of data. Any award of damages from SOL to Licensee shall not exceed the total amount Licensee has paid to SOL in connection with this Agreement.

6. SUPPORT AND UPDATES

6.1 Licensee will be eligible to receive email-based software developer support and access to Updates to the Licensed Software for a period not to exceed one year from the date of initial delivery, in accordance with SOL's then current policies and procedures, if any. Such policies and procedures may be changed from time to time.

7. TERMINATION

7.1. SOL may terminate the Agreement at any time immediately upon written notice by SOL to Licensee if Licensee breaches this Agreement, fails to pay the fees for the Licensed Software, or infringes SOL's intellectual property in or to the Licensed Software. Upon termination of the Licenses, Licensee shall return to SOL all copies of the Licensed Software that were supplied by SOL. All other copies of the Licensed Software in the possession or control of Licensee must be

erased or destroyed. An officer of Licensee must promptly deliver to SOL a written confirmation that this has occurred.

8. MISCELLANEOUS

- 8.1 SOL reserves all rights not specifically granted in this Agreement. Licensee may not, nor may Licensee permit any other individual or entity to use, copy, modify, or distribute the Licensed Software (electronically or otherwise, in source or other form), or any copy, adaptation, transcription, or merged portion thereof, unless as permitted by this Agreement.
- 7.2 This Agreement may only be modified in writing signed by authorized representatives of Licensee and SOL. In case of a conflict between the Agreement and the terms of any purchase order or other ordering document, the Agreement shall prevail. If any provision of the Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.
- 7.3 This Agreement shall be construed, interpreted, and governed by the laws of the Republic of Serbia, the legal venue to be the Court of Commerce in Belgrade.