

## END USER LICENSE AGREEMENT ("EULA") FOR TREEXY SOFTWARE

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1.1 Single license. You may install, activate and use only one copy of the Application on a single device at a time. You may not run the Application on two or more devices at the same time using the same license. You must uninstall the Application before installing, activating and using it on another device. You may not install the Application on previous devices anymore. Account sharing is prohibited.

1.2 Multi license. You may install, activate and use the Application on a number of devices up to the purchased number of licenses at the same time using the same license. You may not run the Application on more devices than the purchased number of license using the same license. If you want to install, activate or use the Application on more devices, you must purchase a new license or uninstall the Application. You may not install the Application on previous devices anymore. Multi licenses are restricted to a single user or members of the same household. Account sharing is prohibited.

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4. CONSENT TO USE DATA. All data and information collected, used and/or disclosed by Treexy and its affiliates, suppliers, and/or licensor's in connection with your use of the Application, which shall include, without limitation, all technical information about your device, system, Application software, peripherals and the use thereof, shall be governed by and subject to the terms and conditions set forth in this agreement. Treexy may use this information solely to improve its products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

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6. SOFTWARE/SERVICES. You are only granted the right to the version of the Application as provided when licensed and solely incorporating the features and functionality provided with such version. Treexy is not obligated to provide maintenance, future versions, upgrades, technical supplements, updates, and/or additional features and components (including any online or external functionality or services) or other support to you for the Application licensed under this EULA. In the event that Treexy does provide such supplements or updates, this EULA applies to such updates, supplements, or add-on components of the Application that Treexy may provide to you or make available to you after the date you obtain your initial copy of the Application, unless we provide other terms along with the update, supplement, or add-on component. Treexy and its affiliates, suppliers and licensors reserve the right to modify, update, supplement, limit, discontinue, remove or disable access to the Application without notice to you and neither Treexy, its affiliates, suppliers, nor any of their respective licensors shall be liable to you or any third party should it exercise such rights. Certain functions of the Application may be modified or discontinued as a result of any such supplements or updates, or may not be available if you have not downloaded all updates made available by Treexy or otherwise. Treexy may, in its sole and absolute discretion, provide you free of charge with supplements or updates to the Application but reserves itself the right to charge additional sums for such supplements or updates, the amount of which shall be determined by Treexy in its sole and absolute discretion. Treexy may, in its sole and absolute discretion, by means of supplements, updates or otherwise, offer services as a complement to the Application and reserves itself the right to charge additional sums for same, including a monthly or yearly fee or a fee based on usage.

7. TECHNICAL SUPPORT. A valid product license may be required to obtain technical support. Technical support is provided online in the following languages: English, Dutch. Technical support for old versions of the Application may be terminated. Purchase of a new license of the Application may be required to obtain technical support.

8. DATA ACCESS CHARGES. Certain Application functions and services require data access, and the provider of data access for your device may charge you data access fees in connection with your use of the Application. You are solely responsible for any data access or other charges you incur.

9. NO WARRANTY. You expressly acknowledge and agree that use of the Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort of the Application is with you. To the maximum extent permitted by applicable law, the Application and any services performed or provided by or in connection with the

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11. GOVERNING LAW AND GENERAL PROVISIONS. To the extent not prohibited by law, you agree (a) that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of The Netherlands, Europe (b) to irrevocably submit to the sole and exclusive jurisdiction of the courts of The Netherlands, situated in the judicial district of Europe, and (c) to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that the judicial district of Europe is an inconvenient forum. No failure or delay by Treexy, its affiliates, suppliers or licensors to exercise any right or enforce any obligation shall impair or be construed as a waiver or ongoing waiver of that or any or other right or power. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired and

remain in full force and effect. You may not assign your rights under this Agreement without Treexy's prior written permission and any attempt by you to do so shall be void. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.

12. INDEMNIFICATION. You agree to indemnify, defend, and hold Treexy, its affiliates and their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, service providers, and suppliers harmless against any and all claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to your (a) breach or violation of this Agreement, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or non-compliance with any applicable law, rule or regulation, and (d) use, alteration or export of the Application (or any component thereof) in violation of this Agreement.

13. CHANGES TO AGREEMENT. Treexy may make changes to this Agreement, at any time and from time to time, by notifying you of the change, including, without limitation, by including notice on the services or by other electronic means, and a new copy of this Agreement shall be made available on the services. By using the Application after such changes are made to the Agreement, you signify that you agree to be bound by and comply with such changes and Treexy shall treat your use as acceptance of the changed provisions.

14. TERMINATION. This agreement is effective until terminated by you or Treexy. Without prejudice to any other rights, Treexy may terminate this EULA if you fail to comply with any term or condition of this EULA without notice. In such event, you must cease all use of the Application and destroy all copies, and all of its component parts.

15. CONTACT INFORMATION. If you have any questions regarding this Agreement, please contact Treexy at <https://treexy.com>.