

TERMS AND CONDITIONS

Last updated: 30th April 2024

These Terms and Conditions, as may be amended from time to time, constitute a legal agreement between the BoomBit S.A. /joint-stock company/, with its registered office at Zacna 2 Street, 80-283 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Gdańsk - Północ in Gdańsk, VII Commercial Division of the National Court Register, under KRS number 0000740933, with share capital of PLN 6,770,000.00, tax identification number (NIP) 9571040747, and business registry number (REGON) 221062100 (hereinafter referred to as "**BoomBit**", "**We**" or "**Us**") and you, the Client ("**Client**", "**You**"). Either the Client or BoomBit may be referred to individually as a "Party" and collectively as the "Parties."

Please read these Terms and Conditions and our Privacy Policy carefully before engaging with our Business Intelligence (BI) Services, which include the use of BoomBit's proprietary BI dashboard, data analytics tools, reports, and other applications. By clicking on "I Accept the Terms and Conditions", creating an account on our Website or signing an Client's Order, you acknowledge that you have read and understood these Terms and Conditions (hereinafter referred to as the "**Agreement**" or "**Terms and Conditions**"), and you agree to be bound by them from the date of such acceptance or signature of the Order (the "**Effective Date**"). Your continued use of our BI Services confirms your ongoing acceptance of these terms.

By signing the Order and availing yourself of the Services, you hereby acknowledge your commitment to comply with the provisions outlined in these Terms and Conditions, which encompass disclaimers of warranties, limitations of liability, and your agreement to abide by the specifications and guidelines provided. However, it is acknowledged that the Order may contain additional and/or other provisions beyond those delineated in these Terms and Conditions. If you do not fully accept these terms, you must refrain from accessing or using the Services.

1. DEFINITIONS

For the purposes of these Terms and Conditions, all capitalized terms shall have the meanings assigned to them herein. Interpretation of these terms includes both singular and plural forms and is illustrative, not limiting the sense of the words preceding 'including'.

- 1) "**Affiliate**" means any legal entity that is (a) directly or indirectly controlling and/or owning a party; or (b) under the same direct or indirect control as the party, or (c) directly or indirectly controlled and/or owned by the party for so long as such control lasts.
- 2) "**Account**" refers to the unique access credentials established by BoomBit for the Client, which enable the Client to access the Dashboard(s) and other BI Services and tools provided under the Agreement. The Account can be created and accessed using the Client's Google account.
- 3) "**Agreement**" refers to the Business Intelligence Services Agreement, which encompasses these Terms and Conditions as well as the Order signed by the Client. By signing the Order, the Client acknowledges, agrees to, and accepts the content of these Terms and Conditions, thereby entering into a legally binding commitment that governs the provision of BI Services. This Agreement defines

the formal legal relationship between BoomBit and the Client for the duration of the engagement in BI Services.

- 4) **"Analytics"** refers to the systematic gathering, processing, and interpretation of data concerning user engagement and interactions with the BI Services. This encompasses various metrics, including but not limited to, user interactions, frequency of data access, and other relevant behavioral patterns, all collected in an anonymized manner without tracking individual user identification or personal information. The Analytics functionality within BoomBit's Dashboard(s) offers a range of tools and visual representations for interpreting this data, facilitating clients in evaluating performance and optimizing their strategies.
- 5) **"Business Intelligence (BI)"** refers to the systematic and strategic collection, analysis, integration, and presentation of data by BoomBit to provide comprehensive business insights. These Services include, but are not limited to, data mining, online analytical processing, querying, and reporting, as well as the use of advanced analytics to generate predictive insights and prescriptive strategies. BI aims to support decision-making processes by transforming raw data into meaningful and useful information for business purposes. This definition encompasses the use of technologies and tools that allow the Client to access, review, and interact with their business data effectively and efficiently, facilitating improved business planning, performance measurement, and operational management under the Agreement.
- 6) **"BoomBit's Tools"** refers to the comprehensive array of technology, software applications, proprietary algorithms, analytical frameworks, trade secrets, and professional expertise employed by BoomBit in the delivery of Business Intelligence Services. This includes, but is not limited to, advanced data processing software, interactive dashboards, predictive modeling tools, and analytical methodologies developed or utilized by BoomBit. These tools embody the accumulated know-how and intellectual property of BoomBit, enabling the provision of high-quality, insightful BI Services tailored to the specific needs of the Client.
- 7) **"Client's Assets"** refers to all materials, software, technologies, tools, and intellectual property, including but not limited to Games, applications, digital products, and related graphical and narrative elements, which are owned or lawfully controlled by the Client. These assets are provided by the Client to BoomBit for the purpose of facilitating the provision of Business Intelligence Services. This definition encompasses any and all forms of content and resources that are necessary and useful for the effective delivery of such Services. The Client grants BoomBit access to these assets as required for the performance of BI Services under the terms of the agreement.
- 8) **"Client's Data"** refers to all data and information provided by the Client, or collected on behalf of the Client by BoomBit, including but not limited to user data, transactional data, performance metrics, marketing data, financial information, and other operational data related to the Client's business operations, used for analysis, reporting, and the generation of insights through Business Intelligence tools and methodologies. Client's Data includes both structured and unstructured data, ensuring a comprehensive scope that supports the full range of BI Services offered by BoomBit. The Client authorizes BoomBit to access, process, and use this data as necessary to fulfill the BI Services the Agreement and Order.
- 9) **"Code"** means computer programming code and includes the following: (a) "Object Code" means computer programming code which is intended to be directly executable by a computer after suitable processing and linking but without the intervening steps of compilation or assembly; and (b) "Source Code" means computer programming code in a form other than Object Code form, and related programmer comments and documentation, which may be printed out or displayed in human readable form, among other forms.
- 10) **"Confidential Information"** refers to all non-public information that is protected by privacy and confidentiality obligations, encompassing, without limitation, the terms of Agreement, the functionalities and capabilities of BoomBit's BI tools and Dashboard, and any data related to the

business, operations, financials, strategies, and affairs of either party. This includes details about Services, data analytics processes, Client's interactions, software code, technology stack, know-how, user data, suppliers, agents, or distributors. This definition extends to all such information, regardless of the manner in which it is acquired or accessed, and it is bound by the strict confidentiality provisions set out in Agreement.

- 11) **"Dashboard(s)"** refers to an advanced, interactive online interface provided by BoomBit to the Client as part of the Services under this Agreement, empowering the Client to analyze and manage campaign data effectively. These Dashboards seamlessly integrate with various user acquisition networks to provide up-to-date analytics and offer a suite of management tools for campaign adjustments. Designed to facilitate real-time financial assessments and strategic planning, they offer features supporting both detailed control and comprehensive overviews of marketing efforts. The functionality and scope of the Dashboard(s) may vary based on the Dashboard tier indicated in the Order. Moreover, the Dashboard(s) evolve over time, ensuring adaptability to future advancements in BI technologies and market needs.
- 12) **"Game"** refers to any interactive digital entertainment software or application developed, owned, or controlled by the Client, primarily designed for use on mobile devices. This includes a wide variety of digital products such as games, business intelligence tools, and other interactive applications. The term encompasses a range of genres and formats within gaming, including but not limited to action, puzzle, strategy, simulation, and educational games, as well as applications designed for data analysis, productivity, education, and more. Each Game or application is characterized by its unique functionality, gameplay mechanics (if applicable), graphical content, narrative elements (if applicable), and user interfaces, all tailored for engagement and usability on mobile platforms. The term "Game" includes all versions, updates, modifications, and expansions of such software or applications that the Client possesses or acquires rights to during the term of this Agreement.
- 13) **"Intellectual Property Rights"** refers to all and any data, information, video, graphics, sound, music, photographs, software, any other materials or content (in whatever format), copyrights as well as all computer code or scripts, whether compiled or not in any computer language or program, all patents, utility models, trademarks, know-how, trade names, domain names, rights in logo and get-up, inventions, all rights in computer software and data, databases, confidential information, trade secrets design rights (whether registered or unregistered) and semi-conductor topographies and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above which may subsist anywhere in the world.
- 14) **"Order"** refers to a formal request by the Client to BoomBit for the provision of Business Intelligence Services, as specified within the framework of the Agreement. The Order shall encompass detailed specifications of the Parties legal details, required Services, including necessary data, agreed-upon remuneration, method of payment and duration (if temporary). Order duly signed by the Parties is to be considered an integral part of the Agreement. It forms a coherent part of the overarching contractual relationship between BoomBit and the Client. Should any inconsistencies arise between the provisions of this Agreement and the stipulations of the Order Form, the terms outlined in the Order Form will take precedence.
- 15) **"Services"** refers to a comprehensive range of Business Intelligence activities and solutions provided by BoomBit under the Agreement, tailored to the specific needs outlined in the Client's Order. This includes the collection, integration, and analysis of data, utilizing advanced analytics tools to uncover actionable insights, and the provision of a dynamic, interactive Dashboard for real-time performance monitoring and decision-making support. The Services encompass data visualization, predictive modeling, and the generation of custom reports to inform the Client's strategy and operations. Additionally, Services include ongoing support and optimization. All Services are rendered in accordance with the specifications agreed upon in the Client's Order and are subject to the terms and conditions stipulated in both the Order and this Agreement.

16) **"Website(s)"** refers to the online platforms operated by BoomBit, which are accessible through designated URLs, including but not limited to <https://boombit.com/bi/>. These Websites serve as the central digital hubs for accessing BoomBit's comprehensive suite of Business Intelligence Services. The platforms are designed to facilitate client interaction with various BI tools, including the advanced data analytics dashboard, performance tracking interfaces, and predictive modeling applications. Clients can log in to manage their accounts, view and analyze data, configure reports, and access detailed information and resources tailored to enhance their strategic decision-making processes. Additionally, these websites provide direct access to support Services, user guides, and updates on new features or improvements to the BI Services, ensuring that clients receive continuous assistance and the latest advancements in BI technology.

2. CHANGES TO THESE TERMS AND CONDITIONS

BoomBit reserves the right to change or modify any of the terms and conditions related to Business Intelligence (BI) Services at any time, at its sole discretion. In the event of such changes, BoomBit will notify the Client via email. These changes will apply to new Orders signed by the Client or annexed to existing Agreements after the effective date of the updated terms and conditions. Your continued use of the Services following the effective date of such changes or modifications will constitute your acceptance of the revised terms and conditions. If you do not agree to these revised terms and conditions or any subsequent changes or updates, your sole remedy is to discontinue using BoomBit's Services. BoomBit reserves the right to discontinue the BI Services or change the content of the BI Services, including any features or aspects related to BI solutions, with or without prior notice, for any reason. You acknowledge and agree that BoomBit will not be liable for any discontinuation of or changes to the BI Services, and you understand that you shall not be entitled to any refund of fees or other compensations for discontinuation of or changes to the BI Services.

3. SUBJECT OF THE AGREEMENT

- 1) The Client commissions, and BoomBit hereby undertakes the obligation to provide Business Intelligence Services (henceforth referred to as **"Services"** or **"BI Services"**), utilizing the Client's Data and Client's Assets. These Services shall be executed in strict accordance with the specifications and the scope of Services as enumerated in the Client's Order. In return for these Services, the Client shall fulfill its obligation to deliver the necessary data and assets and provide remuneration to BoomBit, the specifics of which shall be comprehensively detailed in Client's Order.
- 2) As part of the BI Services, the Client may choose from various Dashboard options. The selection and configuration of the chosen Dashboard will be in line with the Services enumerated in the Client's Order.

4. ACCOUNT CREATION AND RESPONSIBILITY

- 1) Upon signing the Order, BoomBit will establish a Client Account, which enables access to the Dashboard and other BI tools as stipulated in this Agreement. This Account is created using the Client's Google account, providing streamlined authentication and integration. The Client is solely responsible for maintaining the confidentiality and security of their Account credentials, including the password, and for all activities conducted through their Account.
- 2) The Client must promptly notify BoomBit of any unauthorized use of their Account or any other breach of security. This includes, but is not limited to, any loss, theft, or unauthorized disclosure of the password. In response to such incidents, BoomBit will assist the Client in securing their Account, through measures such as password resets or Account deactivation, as needed.

However, BoomBit will not be liable for any loss or damage arising from the Client's failure to secure their Account credentials or from unauthorized use of the Account.

- 3) The Client bears full responsibility for the security and confidentiality of their Account information and must ensure that BoomBit is immediately informed in the event of any security concerns or unauthorized access. BoomBit reserves the right to suspend or terminate the Client's Account if it is used in a manner that violates these Terms and Conditions, or if it is involved in any misuse or fraudulent activities. Any such suspension or termination will be at the discretion of BoomBit and may occur without prior notice to the Client.

5. INTELLECTUAL PROPERTY AND USAGE RIGHTS

- 1) The Intellectual Property Rights associated with the Client Assets and Client Data that are submitted by Client to BoomBit belong to Client. All Intellectual Property Rights which already existed at the time of entering into this Agreement remain the property of the party to which they belonged at that time. In particular the Intellectual Property Rights associated with the Games and Client Assets that are submitted by Client to BoomBit belong to Client and the Intellectual Property Rights associated with the BoomBit's Services, Tools and Dashboard(s) belong to BoomBit and BoomBit does not transfer any ownership right in them. Parties will only acquire rights from the other Party as are explicitly granted in this Agreement.
- 2) Client hereby grants BoomBit a non-exclusive, sublicensable license to use the Client Data and Client Assets for the purpose of fulfilling BoomBit's obligations as specified in the Agreement in particular, the provision of Services arising therefrom. This license is granted for the duration of the Agreement and forms part of the remuneration outlined in this Agreement. The scope of this license includes, but is not limited to, the following fields of exploitation:
 - a) Data Processing Rights: The right to reproduce, process, and use the Client Data and Client Assets in whole or in part, by any means and in any form necessary for loading, displaying, analyzing, and storing the Client Data, including saving in all techniques/systems/types on any recording media and transferring these to other techniques/systems/types of recording/carriers.
 - b) Analytical Use and Duplication: The right to duplicate the analytical results derived from the Client Data and Client Assets using any medium and technique, and to distribute and publicly make available these results, ensuring access to them at the place and time chosen by the public.
 - c) Broadcasting and Marketing Insights: The right to use the analytical insights derived from the Client Data, including digitally, around the world via various channels and to utilize these insights for marketing and media content in unlimited copies.
 - d) Digitization and Display: The right to digitize, including changing the system/format, and to publicly display and utilize the Client Data and Client Assets, including in data visualizations and Dashboard(s).
 - e) Promotional Use: The right to use the Data and Client Assets for informational, advertising, promotional, and marketing purposes across various media and platforms.
 - f) Derivative Analytical Products: The right to modify, adapt, and create derivative works based on the analytical findings from the Data and Client Assets, and to authorize the use and distribution of these findings for various purposes, including strategic decision-making and advertising.
 - g) Digital Distribution: The right to upload and share the Data and insights through wired and wireless telecommunications networks, including cloud-based Services, digital distribution platforms, and BI tools, with the ability to perform unlimited uploads and modifications.

- h) Data-Driven Decision Making: The right to reproduce, analyze, adapt, and alter the data-driven aspects of the Client Assets, as necessary for the development and enhancement of the BI Dashboards and analytical tools.
- 3) BoomBit, as part of the remuneration specified in this Agreement, hereby grants the Client a limited, revocable, non-exclusive, non-transferable license (without the right to sub-license) to access and use the provided Dashboard(s), BoomBit Tools, BI software, access Code solely to the extent necessary to utilize the Services for the Games that the Client owns and controls. BoomBit also grants the Client the right to remotely access, view, and download the reports generated by the Dashboard(s). The Client's license to the Dashboard(s), BoomBit Tools, BI software and their use of and access to the Services is conditional upon the Client's compliance with the terms and conditions of Agreement.
- 4) Unless specifically allowed by BoomBit, The Client will not nor will the Client allow any third party to:
 - a) Copy, modify, adapt, translate, or otherwise create derivative works of the Services, the BI software, BoomBit Tools or/and Dashboard(s);
 - b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services, the BI software, BoomBit Tools or/and Dashboard(s);, except to the extent applicable laws specifically prohibit such restriction;
 - c) Use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services, the BI software, BoomBit Tools or/and Dashboard(s), or in any way reproduce or circumvent the navigational structure or presentation of the Services, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services;
 - d) Rent, sublicense, lease, sell, assign, or otherwise transfer rights (or purport to do any of the same) in or to the Services, the BI software, BoomBit Tools or/and Dashboard(s);
 - e) Remove any proprietary notices or labels on the BI Software or which are otherwise placed by the Services; or
 - f) Use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of the Services, the BI software, BoomBit Tools or/and Dashboard(s).
- 5) The Client may not provide access to the Services, the BI software, BoomBit Tools or/and Dashboard(s) to third parties. However, the Client may (at the Client's own risk) provide access to the reporting functions of the BI Software to third parties (a "Third Party") as long as the Client does not directly or indirectly charge a Services fee for granting such access and provided that the Client remains responsible for such Third Parties' use of any information or other material the Client provides.
- 6) The license granted above and the Client's right of use of the Services will terminate immediately if the Client fails to comply with the terms of this Agreement.

6. REMUNERATION TERMS

- 1) For the provision of BI Services under this Agreement, BoomBit shall receive remuneration as expressly specified in the Order placed by the Client.
- 2) Prices indicated in the Order are exclusive of any applicable taxes and are payable in advance.
- 3) Unless otherwise stipulated in the Order, remuneration for the Services shall be paid in advance, prior to the commencement of any work or Services by BoomBit. The payment shall be made to the BoomBit's account specified on the VAT invoice. This advance payment must be completed

within a specified period agreed upon in the Order, and prior to BoomBit initiating any development Services under the relevant Order.

- 4) BoomBit reserves the right to withhold the commencement of the Services until such advance payment is received. This condition of advance payment, when applicable, is a fundamental term of the Agreement and does not constitute a breach of the Agreement or Order on the part of BoomBit. If under the relevant Order a different payment date is specified, BoomBit reserves the right to withhold providing Services if the Client is late with the specified payment date.
- 5) The amounts referred to in this paragraph shall be increased by VAT tax if applicable.
- 6) Client shall have no right to set off any amount owed to BoomBit under this Agreement for any reason or purpose whatsoever except by mutual consent of the Parties. Fees paid to BoomBit must be the total amount specified in the invoice issued to Client and Client will be liable for any and all applicable deductions (e.g., wire transfer fees). Except as otherwise expressly set forth in this Agreement, each party shall be solely responsible for all taxes in any way relating to the compensation payable to each other under this Agreement. Client will make all payments to BoomBit under this Agreement without deduction or withholding for taxes except to the extent that any such deduction or withholding for taxes is required by applicable laws.

7. CLIENT ASSETS AND CLIENT DATA

- 1) You are legally responsible for all information, data, text, software, graphics, video, and other materials uploaded, posted, or stored in connection with your use of the BI Services. BoomBit is not responsible for your Client Assets and Client Data. You hereby grant BoomBit a worldwide, royalty-free, non-exclusive license to host and use the Client Assets and Client Data in order to provide you with the Services and hereby represent and warrant that you have all the rights necessary to grant us such license. You are responsible for any Client Assets that may be lost or unrecoverable through your use of the Services. You are encouraged to archive your Client Assets regularly and frequently.
- 2) Client acknowledges that due to the technical constraints and storage capacities of the Dashboard and BoomBit BI tools, particularly when processing large volumes of data or handling complex data sets, there may be limitations on the amount of data that can be effectively managed within these tools. In the event that the provided assets exceed these limitations, BoomBit will undertake necessary optimizations, which may include modifying, compressing, or selectively processing certain data sets to adhere to system capabilities. Consequently, this may result in data representations that do not fully replicate every aspect of the original data sets or the initial assumptions. It is explicitly understood that the data outputs, due to these constraints, will inherently differ from the raw data as representing all data within the limitations of the BI tools is not always feasible. The Client accepts that these adjustments are essential to the delivery of the BI Services and agrees not to hold BoomBit liable for any perceived degradation in data quality or deviations from the original data sets that result from these necessary modifications.

8. PRIVACY

Please review our Privacy Policy (which also governs your visit to this website) to understand our practices at <https://boombit.com/privacy-policy/>.

9. CONFIDENTIALITY

- 1) Each Party shall treat all Confidential Information received from the other Party with the same degree of care as it treats its own proprietary information, but in no case with less than reasonable care. Neither Party shall disclose any Confidential Information to third parties, except

as may be required by law or as necessary for the performance of this Agreement. In cases where disclosure is required by law, regulation, or court order, the disclosing party shall provide the other party with as much notice as is practicably possible prior to disclosing the Confidential Information.

- 2) Upon termination of this Agreement, each Party will return all Confidential Information to the rightful owner or destroy it, to the extent it is reasonably possible. The obligations to protect the confidentiality and security of Confidential Information shall remain in force for the entire duration of this Agreement and after its termination.
- 3) Exclusions from the confidentiality obligations include:
 - a) Information that is already publicly available or becomes publicly available without a breach of the obligations herein.
 - b) Information required to be disclosed by law or court ruling, provided that notice is given to the other Party.
 - c) Information disclosed to members of the managing or supervisory authority of the Party, its employees, advisors, statutory auditors, or attorneys, with the understanding that the disclosing Party remains responsible for ensuring these recipients adhere to the confidentiality obligations outlined here.
- 4) You agree that BoomBit may refer to You as a customer of BoomBit, including by displaying Your name and logo on BoomBit's website and other marketing materials, even after the termination of this Agreement.

11. CLIENT GUIDELINES

1. By agreeing to use the Services provided by BoomBit, you commit to the following stipulations:
 - You will use the Services only for lawful purposes and not engage in any unlawful activities, including but not limited to fraud, embezzlement, money laundering, or insider trading.
 - You will not use the Services to impersonate another person or entity.
 - You will not imply or state, directly or indirectly, that you are affiliated with or endorsed by BoomBit without our express written consent.
 - You may not upload, post, email, transmit, or otherwise make available any Client Assets that contain harmful computer code (such as viruses, worms, Trojan horses) or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or the Services.
 - You will not access the Services through automated methods and must use manual control at all times when interacting with the Services via an electronic device.
 - You will access the Services solely through the interfaces provided by BoomBit and will not attempt to or actually override any security component of the Services.
 - You will not engage in any action that interferes with or imposes an unreasonable load on BoomBit's infrastructure.
 - You guarantee that all Client Assets and materials provided are either owned by you or you have proper authorization to use them. You also ensure that the use of these materials by BoomBit under this Agreement will not infringe upon the rights of any third parties.
 - You will not publish, distribute, or share Client Assets that are:
 - Pornographic, sexually explicit, or violent.
 - Illegal or infringing on intellectual property rights.
 - Likely to cause harm, or that could be considered slanderous or libelous.
- 2) BoomBit reserves the right, at its sole discretion, to determine whether your use of the Account or Services violates any of the applicable guidelines. Violations may lead to the tracking of information related to the offending Client and this information may be stored to identify and take

necessary action against such violations. Offending Clients may be permanently restricted from holding an account or using the Services. In cases where your account is used for illegal or fraudulent activities, it may be terminated immediately, your financial data may be erased, and we may report such activities to law enforcement authorities as appropriate.

12. CLIENT REQUIREMENTS AND RESPONSIBILITIES

- 1) The Client acknowledges and agrees to the following requirements, understanding that the effective provision of Services by BoomBit is contingent upon the Client's fulfillment of these obligations:
 - a) Client Data integration: Upon the execution of the Order, it is incumbent upon the Client to provide BoomBit with all necessary accesses, including but not limited to API keys, access tokens, and data permissions as outlined in the previously stated requirements. Only after the successful completion of this data integration and validation process will BoomBit configure and issue an instance of the Dashboard for the Client's use.
 - b) MMP data access: For clients using Mobile Measurement Partners (MMP) specified in the Order, BoomBit will assess whether the existing connections can be utilized or if a new setup is required.
 - c) Accurate In-App purchases tracking in MMP: The Client must ensure that in-app purchases are accurately tracked within their MMP. This can be achieved through custom validation servers that handle de-duplication of in-app purchases, subscription renewals, refunds, or by utilizing third-party solutions specified in the Order.
- 2) The Client understands that failure to provide these essential components may prevent BoomBit from delivering the Services effectively. The Client counts on the fact that the Services cannot be provided if these requirements are not met. BoomBit shall not be liable for any failure to provide the Services or any degradation in the quality thereof resulting from the Client's failure to fulfill these responsibilities.

13. REPRESENTATIONS, LIMITATION OF LIABILITY WARRANTIES AND CONSENTS.

- 1) The Client guarantees that it is the lawful owner or duly authorized licensee of all Client Data, Client Assets, materials, and content provided to BoomBit for the purposes of the Services outlined in this Agreement. The Client further warrants that the use of these data and materials by BoomBit for the execution of the Services does not infringe upon the rights of any third parties. The Client shall indemnify and hold BoomBit harmless from any claims, damages, liabilities, costs, or expenses arising from any breach of this warranty.
- 2) BoomBit hereby explicitly clarifies and the Client acknowledges that while BoomBit shall exert reasonable effort in the provision of the BI Services, there is no guarantee, implicit or explicit, regarding the performance outcomes of these Services. This includes, but is not limited to, the accuracy of data predictions, increases in the Client's revenues, customer engagement levels, or any other direct or indirect marketing metrics derived from the use of the BI Services. BoomBit shall not be held liable for any lack of performance, success, or desired outcomes associated with the use of the BI Services in the Client's business or marketing activities. The Client agrees that the role of BoomBit is confined to the delivery of the BI Services as per the agreed specifications and that the effectiveness of these Services in achieving business objectives is subject to external factors beyond BoomBit's control. Therefore, BoomBit disclaims all responsibility for any claims, losses, or damages arising from or related to the performance of the BI Services in meeting the Client's business objectives.
- 3) The Client acknowledges that while BoomBit strives to provide comprehensive analytics through its Dashboard(s), the collection and quality of such analytics may be subject to limitations and

policies of external data sources and platforms. BoomBit is not responsible for any restrictions imposed by these external parties that may prevent the transmission of data to BoomBit's servers. In cases where a data source prohibits such communication, the capability to collect analytics will consequently be impeded or may cease entirely. The Client agrees to use the analytics provided in the BoomBit's BI dashboard at their own risk and acknowledges that BoomBit shall not be liable for any inability to collect, or any inaccuracies in, the analytics data due to such external restrictions.

- 4) The Client will not (and will not allow any third party to): (i) copy or duplicate the BoomBit's Dashboard, BI tools or Services; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the BI tools; (iii) modify, translate, or create derivative works based on the BI tools; (iv) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer or encumber rights to the BI tools; or (v) remove or otherwise alter any proprietary notices or labels from the BI tools or any portion thereof.
- 5) BoomBit strives to maintain uninterrupted Services and server availability for its BI Dashboard and related Services. While BoomBit commits to making reasonable efforts to ensure high availability, it acknowledges that complete uninterrupted Services cannot be guaranteed due to the potential for unforeseen technical issues or maintenance requirements. The Client acknowledges that occasional downtime may occur and agrees that BoomBit shall not be liable for any consequences, losses, or damages resulting from such Services interruptions.
- 6) The Client acknowledges that the Analytics provided by BoomBit are reliant on data made available through third-party sources. As such, the availability, accuracy, and completeness of Analytics are subject to limitations and restrictions imposed by these third-party sources. BoomBit is not responsible for any limitations in Analytics data caused by third-party policies and does not warrant the continuous availability of such data. The Client agrees to hold BoomBit harmless for any losses or damages resulting from these limitations.
- 7) Both parties agree that during the term of this Agreement and for a period of twelve (12) months following its termination or expiration, neither Party shall, without the prior written consent of the other, directly or indirectly solicit, recruit, hire, or engage in any manner, whether for their own benefit or for the benefit of any other person or entity, any employee, consultant, or subcontractor of the other party or its affiliates who was directly or indirectly involved in the execution, planning, or management of the tasks and obligations under this Agreement, including but not limited to the provision of BI Services.
- 8) In the event of a breach of prohibition of recruitment described in section 7 above, the breaching Party agrees to pay the other Party a contractual penalty in the lump sum of 100,000 USD (one hundred thousand) for each violation. The obligation to pay a contractual penalty does not depend on the occurrence of the damage and does not preclude the pursuit of supplementary damages under general principles.
- 9) A violation of this provision by the Client shall be considered a material breach of this Agreement, entitling BoomBit to pursue any legal remedies available, including but not limited to the termination of the Agreement, seeking injunctive relief to prevent further breaches, and claiming the specified contractual penalty as liquidated damages.
- 10) The Client commits to promptly notify BoomBit in case of any solicitation or recruitment approaches by third parties that may infringe upon the provisions of this provision, to the extent such information is known or reasonably should have been known.
- 11) Parties declare that they are aware of and accept the fact that it is not possible to obtain complete certainty in the detection of errors and inaccuracies in data analysis due to inherent limitations in the nature of the analytics, which may include, among others, the examination of data sets on a sample basis. BoomBit designs its Services in such a way as to detect distortions that could

significantly impact the outcomes derived from the data. In view of the above, the Client acknowledges and accepts that there is a risk that some significant errors and inaccuracies may not be detected, even though the Services have been properly planned and executed in accordance with applicable technical standards. Parties agree that the above factors preclude BoomBit from providing any guarantee as to the accuracy and completeness of the Services. BoomBit acknowledges that the Services will be performed with due diligence and to the best of its abilities and expertise, however, it cannot guarantee the detection of all anomalies or the complete accuracy of data insights or the resultant business performance improvements. BoomBit does not warrant that the results derived from the use of the Services will perform as intended by the Client. The Client recognizes and accepts that despite BoomBit's diligent efforts, some data inaccuracies, defects, or issues may remain undetected during the provision of Services under this Agreement and waives any claims against BoomBit resulting therefrom.

- 12) Neither Party shall be responsible for the non-performance or improper performance of its obligations under this Agreement, if it is caused by circumstances of force majeure for which the Parties consider, for example, natural disasters, fires, floods, earthquakes, pandemics, state of epidemic emergency, state of emergency, military operations, strikes, blockades, interruptions in the supply of utilities (including electricity, water) or any other circumstances or causes beyond the control of the Parties.
- 13) IN NO EVENT WILL BOOMBIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE, INCURRED BY CLIENT ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL BOOMBIT BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO BOOMBIT DURING THE SIX-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME THAT THE CAUSE OF ACTION AROSE.
- 14) ANY Services, DATA ANALYTICS RESULTS OR MATERIALS PROVIDED BY BOOMBIT TO CLIENT IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, BOOMBIT, ITS AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY OR BASED ON COURSE OF DEALING OR TRADE USAGE OR PRACTICE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM THE ANALYTIC RESULTS OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE Services WILL CREATE ANY WARRANTY REGARDING ANY OF THE BOOMBIT ENTITIES OR THE Services THAT IS NOT EXPRESSLY STATED IN THESE TERMS.

14. EXCLUSIVE REMEDY

IN THE EVENT OF ANY PROBLEM WITH THE BI TOOLS, THE CONTENT, OR THE SERVICES PROVIDED, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE BI TOOLS, THE CONTENT, OR THE SERVICES. UNDER NO CIRCUMSTANCES SHALL BOOMBIT, ITS AFFILIATES, OR LICENSORS BE LIABLE IN ANY WAY FOR YOUR USE OF THE BI TOOLS, THE CONTENT, THE SERVICES, OR ANY CLIENT CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS

OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR RELATED TO, THE USE OF THE BI TOOLS, THE CONTENT, THE SERVICES, OR ANY MATERIALS OR CLIENT CONTENT AVAILABLE THROUGH THE SERVICES.

15. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BOOMBIT, ITS DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE BOOMBIT WEBSITE; (II) YOUR VIOLATION OF ANY TERM OF THIS AGREEMENT; (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (IV) ANY CLAIM THAT YOUR CLIENT CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THIS AGREEMENT AND YOUR USE OF THE BOOMBIT'S WEBSITE.

16. TERM AND TERMINATION

- 1) The Agreement will come into effect on the date of the Order, and shall remain in effect for the term specified in the Order unless and until terminated in accordance with its terms.
- 2) Either Party to this Agreement can terminate this Agreement at any time and for any reason, with at least 1 month prior written notice. Such notice shall be deemed sufficient if sent via email to the email address indicated in the Order.
- 3) Either party may also terminate this Agreement immediately upon notice if the other party (a) the other party fails to fulfill a material obligation under the Agreement in whole or in part and such failure is not remedied within 30 days from receipt of a written remedy request; (b) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (c) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors, or takes advantage of any law for the benefit of debtors, or (d) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.
- 4) BoomBit may also immediately disable or suspend the Client's access to and use of the Services including access to Dashboard(s) if BoomBit believes in good faith that the Client's conduct or failure to act may: (i) pose a security risk or otherwise adversely impact the Services, systems, or other clients; (ii) constitute or enable tampering with, removing, disabling, or otherwise limiting the effectiveness of any technical protections; (iii) subject BoomBit, any reseller, or any other client to liability; or (iv) expose the Services or any of its functionalities to the risk of misappropriation, replication, or use by competitors in a manner that could diminish the competitive advantage of BoomBit.
- 5) No Party shall, without the prior written consent of the other Party, be entitled to assign the rights or obligations under this Agreement in whole or in part.
- 6) Upon any termination or expiration of this Agreement:
 - a) BoomBit will cease providing the Services, and the Client will delete all copies of any proprietary BI software or tools in their possession and certify to BoomBit within three (3) business days of such termination that they have carried out such deletion;
 - b) Any outstanding balance for any part of the Services rendered up to the date of termination, or other unpaid payment obligations during the remainder of the term of this Agreement, will become immediately due and payable in full; and

- c) All of the Client's historical analytics data will no longer be accessible to the Client unless the Client and BoomBit enter into a written agreement for the exchange and transfer of such data.

17. Notices

- 1) Unless explicitly otherwise stipulated in this Agreement, all correspondence and representations related to this Agreement by the Parties shall be made in writing or via email.
- 2) Both the contact details provided by BoomBit and the Client in the completed Order Services shall be binding for the purpose of communication in connection with the Agreement.
- 3) All the notices sent by courier will be considered as received upon delivery, notices sent by prepaid registered letter will be considered as received upon receipt, notices sent by email (and confirmed by sending a recorded delivery letter) between 9:00 and 17:00 (Central European Time) on a business day in the place of receipt, on the same day, and if sent at any other time, at 9:00 on the following business day in the place of receipt, on condition that when sending the email, the sender includes the details provided in the completed Order and does not receive information on unsuccessful transmission. Additionally, the sender must ensure that the same correspondence is sent to the Party by registered letter or by courier within the following 3 business days.

18. GOVERNING LAW AND JURISDICTION

- 1) This Agreement shall not prevent BoomBit from entering into similar Agreements with third parties within the same area of business as Client, or from independently developing, using, selling, brokering or licensing products and/or Services which are similar to those provided under this Agreement
- 2) This Agreement and the rights and obligations of the Parties hereunder shall be governed by, construed and interpreted in accordance with the laws of Poland, irrespective of its rules governing conflict of laws;
 - a) in the case of a dispute between the Parties regarding the validity, interpretation or performance of this Agreement, the Parties agree to use its best efforts to resolve the dispute amicable within 30 days after one Party notifies the other Party that a dispute has arisen;
 - b) if the Parties do not reach an amicable solution within 30 days after one Party is notified by the other Party that a dispute has arisen, the dispute will be resolved by a relevant court having jurisdiction over the registered seat of BoomBit.

19. MISCELLANEOUS

- 1) Should any part of these Terms and Conditions be deemed unenforceable, the remainder shall continue to be valid and enforceable. Failure by us to enforce any provision of these Terms and Conditions does not constitute a waiver of our rights.
- 2) Amendments or waivers of these Terms and Conditions must be in writing and will be valid only if posted on our Website. You may not transfer any of your rights or obligations under these Terms and Conditions without our consent.
- 3) Our rights and obligations under these Terms and Conditions may be assigned by us in the event of a merger, acquisition, sale of assets, by operation of law, or otherwise. These Terms and Conditions do not grant rights to any third-party beneficiaries.
- 4) A printed version of these Terms and Conditions and any electronically provided notices will be admissible in judicial or administrative proceedings to the same extent and under the same conditions as other business documents originally in printed form.

*If you have any inquiries about data security, our Services, or specific questions related to these Terms and Conditions, please feel free to reach out to us at the following e-mail address: **legal@boombit.com**.*