

STIMULSOFT SERVER LICENSE AGREEMENT

Last Updated: 2026-10-02

This CloudReports sp. z o.o. (dba Stimulsoft) ("STIMULSOFT") Server License Agreement ("SLA") is a legal agreement between you ("CUSTOMER") and STIMULSOFT for STIMULSOFT SERVER, including software, demos, intermediate files, media, printed materials, and online or electronic documentation (the "SOFTWARE") contained in this installation file.

STIMULSOFT grants CUSTOMER a non-transferable, non-exclusive license to install and use the SOFTWARE for the sole purposes of testing, creating, designing, and sharing reports, dashboards, forms, spreadsheets, apps, and any other documents, items, or content that the SOFTWARE enables a user to create, whether currently available or introduced by STIMULSOFT in the future (collectively, "Documents").

By installing, copying, or otherwise using the SOFTWARE, CUSTOMER agrees to be bound by the terms of this SLA. If CUSTOMER does not agree to any part of the terms of this SLA, DO NOT INSTALL, USE, DISTRIBUTE IN ANY MANNER, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE.

All SOFTWARE is licensed, not sold.

The license is perpetual and continues indefinitely unless terminated in accordance with this SLA.

ACTIVATION

SOFTWARE is delivered as an installation package. Until activation, SOFTWARE operates as a trial version subject to the TRIAL VERSION Section below. After its activation, it operates as a registered version. Activation can be done using the credentials that will be sent after purchase. After applying the credentials, SOFTWARE will send a request to the Stimulsoft Activation Server and activate the SOFTWARE. SOFTWARE is activated on one particular server (computer) and is automatically linked to it after activation.

If CUSTOMER wants to transfer the installation to another server, CUSTOMER should deactivate the current server installation and then activate the SOFTWARE on the new server.

Where CUSTOMER's environment does not permit communication with the Stimulsoft Activation Server (for example, in air-gapped, isolated, or restricted-network environments), offline activation may be available by request. CUSTOMER may contact STIMULSOFT at the email address set out in the footer of this SLA to request offline activation procedures.

TRIAL VERSION

Until CUSTOMER activates the SOFTWARE in accordance with the ACTIVATION Section, the SOFTWARE operates as a trial version under the following conditions:

- the trial period is limited to thirty (30) days from the earlier of (i) the date of first installation of the SOFTWARE on any server or (ii) the date on which CUSTOMER first registered a STIMULSOFT account at www.stimulsoft.com;
- CUSTOMER may use the trial version solely for the purpose of internal evaluation of the SOFTWARE prior to a purchasing decision, and not for any production, commercial, or revenue-generating use;

- the trial version may include functional, temporal, or capacity limitations imposed by STIMULSOFT, and the absence of any limitation does not constitute a license to use the SOFTWARE beyond the scope described in this Section;
- upon expiration of the trial period, CUSTOMER must either (i) purchase a valid license from STIMULSOFT and activate the SOFTWARE in accordance with the ACTIVATION Section, or (ii) cease all use of the SOFTWARE and uninstall it from all servers on which it has been installed; and
- all other terms and conditions of this SLA, including the RESTRICTIONS, DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY, and TERMINATION Sections, apply to the trial version with full force and effect.

The trial version is provided "AS IS" without any warranty of any kind, and STIMULSOFT shall not be obligated to provide Support Services (as defined below) or updates in respect of the trial version.

SERVER CREATORS AND USERS

SOFTWARE licensing is based on the number of Creators.

A "Creator" is a person who has an account on the server, has access from the client side, is registered as a Creator, and uses the SOFTWARE to work with Documents, including creating, editing, viewing, deleting, and otherwise managing them.

In addition to Creators, the SOFTWARE allows the following user types:

An "Authorized User" is a person who has an account on the server, is registered as a user, and may access server resources to view Documents, but may not create, edit, or otherwise modify them.

An "Unauthorized User" is a person who does not have an account on the server but may access publicly shared resources via links published by a Creator, with functionality depending on the type of resource shared.

The SOFTWARE is licensed under the following tiers, each of which determines the maximum number of Creators authorized to use the SOFTWARE concurrently:

- Single - 1 (one) Creator;
- Team - up to 4 (four) Creators;
- Enterprise - up to 15 (fifteen) Creators;
- Worldwide - an unlimited number of Creators.

"White Label" means the right of CUSTOMER to remove or replace STIMULSOFT trademarks, logos, and other branding elements from the user interface of the SOFTWARE as installed and operated by CUSTOMER, subject to the configuration options provided by the SOFTWARE for that purpose. The White Label entitlement is included with the Team tier and any higher tier, and does not extend to STIMULSOFT trademarks, logos, or branding outside of such configurable user-interface elements.

CUSTOMER must ensure that the number of Creators connected to the server at any time does not exceed the licensed tier. The number of Authorized Users and Unauthorized Users is not limited by the licensed tier.

To increase the number of Creators or to add entitlements, CUSTOMER may purchase an upgraded tier and pay the difference between the cost of the current tier and the cost of the upgraded tier.

SUBSCRIPTION

Each paid license of the SOFTWARE is accompanied by a Subscription that lasts for twelve (12) months from the date of purchase, unless otherwise specified in the applicable order or invoice.

During the Subscription period, CUSTOMER is entitled to receive (i) all minor and major updates and upgrades of the SOFTWARE released by STIMULSOFT during such period and (ii) Support Services as described in the SUPPORT SERVICES Section.

The license granted under this SLA is perpetual. Upon expiration of the Subscription, CUSTOMER may continue to use any version of the SOFTWARE that was released by STIMULSOFT during the Subscription period, in accordance with this SLA, without limitation as to time. However, CUSTOMER will no longer be entitled to receive updates, upgrades, or Support Services unless the Subscription is renewed.

CUSTOMER may renew the Subscription at any time. STIMULSOFT may publish a grace period and renewal discount on its website. Renewal prices, grace-period terms, and any tier-upgrade pricing in effect at the time of renewal are available at STIMULSOFT's online store at <https://www.stimulsoft.com/en/online-store>.

If CUSTOMER has enabled auto-renewal or has agreed to automatic renewal at the time of purchase, the Subscription will automatically renew for an additional twelve (12) month period at the then-current published price unless CUSTOMER cancels auto-renewal before the renewal date. CUSTOMER may cancel auto-renewal at any time through CUSTOMER's STIMULSOFT account or by written notice to STIMULSOFT at the email address set out in the footer of this SLA. Cancellation of auto-renewal does not affect the current Subscription period, which shall continue until its scheduled expiration. STIMULSOFT will provide renewal notification by email to the address associated with CUSTOMER's STIMULSOFT account thirty (30) days prior to the renewal date where required by applicable law or where auto-renewal is enabled. Where CUSTOMER is a consumer within the meaning of applicable EU/EEA consumer-protection law, auto-renewal applies only with CUSTOMER's express consent given at or prior to the time of initial purchase, and CUSTOMER may withdraw such consent at any time.

RESTRICTIONS

CUSTOMER may not rent, lease, lend, copy, modify, sublicense, time-share, or electronically transmit or receive the SOFTWARE, except as provided in this SLA or as directed by STIMULSOFT. The source code for the SOFTWARE is not provided.

CUSTOMER may not reverse-engineer, decompile, create derivative works, modify, translate, or disassemble the SOFTWARE, except as expressly permitted by applicable mandatory law. Any unauthorized dissemination of the SOFTWARE will be fully prosecuted by all applicable law.

CUSTOMER may not bypass, disable, circumvent, or interfere with any activation, licensing, access-control, or technical protection mechanism of the SOFTWARE.

CUSTOMER may not use STIMULSOFT's or any of its suppliers' names, logos, or trademarks to market CUSTOMER's programs without STIMULSOFT's prior written consent.

CUSTOMER may not use any portion of the SOFTWARE, or any information derived from access to the SOFTWARE, to develop, market, or distribute any product or service that is substantially similar to or directly competitive with the SOFTWARE.

The SOFTWARE is licensed as a single product. The SOFTWARE and its constituent parts may not be separated for use on more than one server, nor placed for distribution, sale, or resale as individual creations by CUSTOMER. All STIMULSOFT libraries and other files remain STIMULSOFT's exclusive property.

TRANSFER

CUSTOMER may not, in whole or in part, permanently or temporarily, assign, transfer, sublicense, or otherwise dispose of any of CUSTOMER's rights or obligations under this SLA, including any rights to use the SOFTWARE, to any third party without the prior written consent of STIMULSOFT. Any purported transfer in violation of this section is void.

COPYRIGHT

All title and copyrights in and to the SOFTWARE - including without limitation any images, demos, intermediate files, packages, photographs, animations, video, audio, music, text, and applets incorporated into the SOFTWARE, any accompanying printed materials, and any copies of the SOFTWARE - are owned by STIMULSOFT or its subsidiaries. The SOFTWARE is protected by copyright laws and international treaty provisions. CUSTOMER must treat the SOFTWARE as any other copyrighted material, except that CUSTOMER may make one (1) copy of the SOFTWARE solely for backup or archival purposes. CUSTOMER may not copy any printed materials accompanying the SOFTWARE.

THIRD PARTY

The SOFTWARE contains third-party software which is subject to additional notices, terms, and conditions. Such required third-party software notices and additional terms and conditions are located at <https://www.stimulsoft.com/licenses/Third-Party.pdf> (the "Third-Party Licenses") and are incorporated by reference into this SLA. CUSTOMER acknowledges and agrees that certain third-party software which is not incorporated into the SOFTWARE may be required in order for CUSTOMER to use or enjoy the full benefit of the SOFTWARE. CUSTOMER shall be solely responsible for obtaining a lawful copy of such software. CUSTOMER's use of such separately acquired third-party software shall be in accordance with any terms and conditions of the license agreement provided with such software.

TERMINATION

Without prejudice to any other rights or remedies, STIMULSOFT may terminate this SLA immediately if CUSTOMER breaches any restrictions relating to copying, distribution, sublicensing, reverse engineering, circumvention of activation or licensing mechanisms, unauthorized use, or infringement of STIMULSOFT's intellectual property rights.

For any other breach capable of cure, STIMULSOFT may give CUSTOMER written notice describing the breach and a reasonable period of not less than fourteen (14) days to cure it. If CUSTOMER fails to cure the breach within that period, STIMULSOFT may terminate this SLA.

Upon termination, CUSTOMER must immediately cease all use of the SOFTWARE, uninstall the SOFTWARE, destroy all copies of the SOFTWARE and related documentation in CUSTOMER's possession or control, and, upon STIMULSOFT's request, certify such destruction in writing. STIMULSOFT may disable license keys, activation credentials, or access to activation services associated with the terminated license.

DISCLAIMER OF WARRANTY

NO WARRANTIES. STIMULSOFT EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH CUSTOMER.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall STIMULSOFT be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE or the provision of or failure to provide Support Services, even if STIMULSOFT has been advised of the possibility of such damages.

In no event shall STIMULSOFT's total aggregate liability under or in connection with this SLA, whether in contract, tort (including negligence), statute, or otherwise, exceed the lesser of:

- (i) the greater of: (a) the price actually paid by CUSTOMER to STIMULSOFT for the SOFTWARE license giving rise to the claim; and (b) one hundred euro (EUR 100) for CUSTOMERS domiciled or established in the European Union or the European Economic Area, or one hundred US dollars (USD 100) for CUSTOMERS domiciled or established in any other jurisdiction; and
- (ii) one thousand euro (EUR 1,000) for CUSTOMERS domiciled or established in the European Union or the European Economic Area, or one thousand US dollars (USD 1,000) for CUSTOMERS domiciled or established in any other jurisdiction.

The limitations and exclusions of liability set out in this Section apply equally to liability for negligence (whether by act or omission) and to all other theories of liability.

The limitations and exclusions of liability set out in this Section do not apply to:

- STIMULSOFT's liability for fraud or willful misconduct;
- STIMULSOFT's liability for death or personal injury caused by STIMULSOFT's negligence;
- STIMULSOFT's liability under Article 82 of Regulation (EU) 2016/679 (GDPR) for material or non-material damage caused by an infringement of the GDPR;
- CUSTOMER's payment obligations under this SLA;
- CUSTOMER's indemnification obligations under this SLA;
- any other liability that cannot be excluded or limited under applicable mandatory law.

INDEMNIFICATION

CUSTOMER will indemnify and hold harmless STIMULSOFT and its affiliates, employees, officers, directors, agents, licensors, successors, and assigns from all damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, incurred because of:

- CUSTOMER's violation of its obligations under this SLA;
- CUSTOMER's negligent or willful acts;
- CUSTOMER's violation of any third party's rights in connection with the use of the SOFTWARE;
- CUSTOMER's violation of any applicable law or regulation in connection with CUSTOMER's use of the SOFTWARE;
- any claim arising out of or in connection with the use, reproduction, distribution, hosting, or operation of any programs, Documents, or other outputs developed or made available by CUSTOMER using the SOFTWARE;
- any unauthorized use of CUSTOMER's license keys, activation credentials, account, or server installation, where attributable to CUSTOMER's failure to maintain security.

SUPPORT SERVICES

STIMULSOFT may provide CUSTOMER with support services related to the SOFTWARE ("Support Services"). Use of Support Services is governed by STIMULSOFT's policies and programs described in the user manual, in online documentation, or in other STIMULSOFT-provided materials. Any supplemental SOFTWARE code provided to CUSTOMER as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this SLA. With respect to technical information CUSTOMER provides to STIMULSOFT as part of the Support Services, STIMULSOFT may use such information for its business purposes, including SOFTWARE support and development. STIMULSOFT will not utilize such technical information in a form that personally identifies CUSTOMER.

STIMULSOFT does not guarantee any response time, availability, or resolution outcome for Support Services unless expressly agreed in a separate written support agreement. Support Services are provided only during an active Subscription as described in the SUBSCRIPTION Section.

ACCOUNT SECURITY

CUSTOMER is responsible for maintaining the confidentiality of CUSTOMER's STIMULSOFT account credentials, license keys, activation credentials, server administrator credentials, and any authentication tokens or codes. CUSTOMER is responsible for all activities that occur in or through CUSTOMER's account or server installation, whether or not authorized by CUSTOMER.

CUSTOMER must notify STIMULSOFT immediately by email at the address set out in the footer of this SLA upon becoming aware of any unauthorized access to or use of CUSTOMER's account, credentials, license keys, activation credentials, or server installation.

STIMULSOFT is not responsible for any loss or damage to CUSTOMER or to any third party incurred as a result of unauthorized access to or use of CUSTOMER's account, credentials, or

server installation, except to the extent directly caused by STIMULSOFT's breach of this SLA or applicable mandatory law.

PERSONAL DATA

STIMULSOFT collects and processes personal data of CUSTOMER (including individuals representing CUSTOMER) in connection with the conclusion and performance of this SLA. STIMULSOFT acts as the controller of this personal data. STIMULSOFT does not host, access, or otherwise process the data that CUSTOMER stores in, or generates with, the SOFTWARE installed on CUSTOMER's own servers; CUSTOMER is the sole controller (and, where applicable, processor) of such data, and this SLA does not constitute a data processing arrangement under Article 28 of the GDPR with respect to that data.

STIMULSOFT collects and processes the following categories of personal data in connection with this SLA:

- order and account data (name, business email, company name, billing address, EU VAT or equivalent tax identifier, and telephone number where provided) for the conclusion and performance of this SLA, invoicing, and license management;
- payment data (processed by STIMULSOFT's payment processors, resellers, or payment service providers; STIMULSOFT does not store full payment-card numbers) for processing payment of the license fee;
- activation and validation data (license key, server identifier or hardware fingerprint, IP address used to contact the Stimulsoft Activation Server, and timestamps of activation and of subsequent license-validation requests) - to verify that the SOFTWARE is used under a valid license, to enforce the per-server installation limit set out in the ACTIVATION Section, and to prevent unlicensed use of the SOFTWARE;
- update-check data (SOFTWARE version and server identifier) to inform CUSTOMER of available updates and security fixes; and
- support correspondence (email address, contents of messages, and diagnostic information voluntarily provided by CUSTOMER) to provide Support Services where requested by CUSTOMER under the SUPPORT SERVICES Section.

The legal bases under Article 6(1) of the GDPR are performance of this SLA (order, account, payment, activation, and support data), compliance with a legal obligation (invoicing, tax, and accounting records), and STIMULSOFT's legitimate interests in protecting its intellectual property, preventing unlicensed use of the SOFTWARE, and securing its services (activation, validation, and update-check data).

Personal data may be disclosed to STIMULSOFT's professional advisors (accountants, lawyers, auditors) under a duty of confidentiality, to STIMULSOFT's payment processors, resellers, or payment service providers for the purpose of payment handling, and to public authorities to the extent required by applicable law.

STIMULSOFT does not sell, lease, rent, or trade personal data to third parties for their own marketing or commercial purposes.

STIMULSOFT retains the personal data listed above for the duration of the license and for such further period as is necessary to comply with applicable tax, accounting, and statute-of-limitation requirements under Polish and European Union law.

Individuals whose personal data is processed by STIMULSOFT under this SLA have the rights of access, rectification, erasure, restriction of processing, data portability, and objection under Articles 15 to 22 of the GDPR, and the right to lodge a complaint with a supervisory authority (in Poland, the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych)). Requests may be submitted to STIMULSOFT at the email address set out in the footer of this SLA.

STIMULSOFT may send CUSTOMER transactional, licensing, activation, security, account, and support communications necessary for the performance of this SLA.

TAXES

All license fees and other amounts payable by CUSTOMER under this SLA are exclusive of any value added tax (VAT), goods and services tax (GST), sales tax, use tax, withholding tax, or any other similar tax, duty, levy, or governmental charge of any kind imposed by any taxing authority on any amounts payable by CUSTOMER under this SLA, other than taxes imposed on STIMULSOFT's net income.

Where Polish, European Union, or other applicable law requires STIMULSOFT to charge VAT or an equivalent tax on the license fee, STIMULSOFT shall add such tax to the invoice at the applicable rate, and CUSTOMER shall pay the gross amount. Where the supply qualifies for the reverse-charge mechanism under Article 196 of Council Directive 2006/112/EC or an equivalent provision of national law, the invoice shall be issued without VAT, and CUSTOMER shall self-account for the tax in its own jurisdiction.

If CUSTOMER is required by law to withhold or deduct any tax from any amount payable to STIMULSOFT under this SLA, CUSTOMER shall (i) ensure that the deduction or withholding does not exceed the minimum amount legally required, (ii) timely remit such withholding to the relevant taxing authority, (iii) provide STIMULSOFT with official receipts or other evidence of payment of the withheld amount, and (iv) increase the sum payable to STIMULSOFT to the extent necessary to ensure that, after such withholding or deduction, STIMULSOFT receives an amount equal to the sum it would have received had no such withholding or deduction been required.

CUSTOMER shall be solely responsible for the assessment, reporting, and payment of any taxes for which it is liable under this Section, and shall indemnify STIMULSOFT against any liability, penalty, interest, or expense incurred by STIMULSOFT as a result of CUSTOMER's failure to comply with this Section.

U.S. GOVERNMENT END USERS

The SOFTWARE and the related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SOFTWARE and documentation with only those rights set forth in this SLA and as otherwise expressly granted to them in writing by STIMULSOFT.

Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in this SLA and to the restrictions set forth in DFARS 227.7202 (Commercial Computer Software - Rights) and FAR 52.227-19 (Commercial Computer Software - Restricted Rights), as applicable.

GENERAL PROVISIONS

This SLA may only be modified by a written amendment signed by both parties. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the LIMITATION OF LIABILITY Section shall remain in effect.

CUSTOMER acknowledges that STIMULSOFT's intellectual property rights in the SOFTWARE are protected by Polish, European Union, and international copyright and intellectual property laws, including treaties to which the Republic of Poland is a party. CUSTOMER agrees not to take any action that would impair such rights. If any provision of this SLA is held to be invalid or unenforceable under the mandatory law of CUSTOMER's jurisdiction, that provision shall be deemed modified to the minimum extent necessary to comply with such law, and the remaining provisions shall continue in full force and effect.

This SLA constitutes the entire agreement between CUSTOMER and STIMULSOFT in relation to the SOFTWARE and supersedes all prior or contemporaneous representations, agreements, or understandings, whether written or oral, relating to the SOFTWARE.

No failure or delay by STIMULSOFT in exercising any right, power, or remedy under this SLA constitutes a waiver of that right, power, or remedy.

CUSTOMER may not assign, transfer, or sublicense this SLA or any rights or obligations hereunder without STIMULSOFT's prior written consent. STIMULSOFT may assign this SLA in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

This SLA is for the benefit of CUSTOMER and STIMULSOFT only and does not create any rights enforceable by any third party.

Neither party shall be liable for any delay or failure in performance caused by events beyond the affected party's reasonable control, including failures of public utilities, telecommunications, Internet infrastructure, cloud providers, cyber attacks, sanctions, export controls, war, civil unrest, natural disasters, or other similar events, provided that the affected party uses reasonable efforts to mitigate the effect of the event and resumes performance as soon as reasonably practicable.

GOVERNING LAW AND JURISDICTION

This SLA and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of the Republic of Poland, without regard to its conflict-of-law rules. The parties submit to the exclusive jurisdiction of the courts of Warsaw, Poland, without prejudice to mandatory consumer-protection rights of CUSTOMERS who are consumers domiciled in the European Union or the European Economic Area.

NOTICES

All legal notices, demands, and other communications required or permitted under this SLA must be sent to STIMULSOFT in writing at: CloudReports sp. z o.o. (dba Stimulsoft) ul. Marynin

25B/47, 01-469 Warsaw, Poland KRS: 0000727788 EU VAT: PL5223121890 Email: info@stimulsoft.com

Notices regarding personal data should additionally be sent to the address set out in the PERSONAL DATA Section above.

STIMULSOFT will send notices to CUSTOMER by email to the address associated with CUSTOMER's STIMULSOFT account. CUSTOMER is responsible for keeping that email address current and for ensuring that emails from STIMULSOFT are not blocked by spam filters, firewalls, or notification settings.

CUSTOMER DOCUMENTATION

Notwithstanding any provision to the contrary contained in any purchase order, request for proposal, vendor onboarding form, click-through agreement, online portal terms, master services agreement, or any other document issued or maintained by CUSTOMER (collectively, "CUSTOMER Documentation"), the terms and conditions of this SLA shall govern the licensing of the SOFTWARE. Any additional, different, or conflicting terms contained in CUSTOMER Documentation are hereby expressly rejected and shall have no force or effect, regardless of whether CUSTOMER Documentation is signed, countersigned, accepted, or otherwise acknowledged by STIMULSOFT or any of its representatives. STIMULSOFT's acceptance of any payment, fulfillment of any order, provision of Support Services, or any other act of performance by STIMULSOFT shall not constitute acceptance of any terms contained in CUSTOMER Documentation.

MISCELLANEOUS

STIMULSOFT reserves all rights in the SOFTWARE not specifically granted in this SLA.

STIMULSOFT may update this SLA from time to time. STIMULSOFT will publish the updated version on its website and indicate the date of the last revision at the top of this SLA.

For changes that do not materially affect CUSTOMER's rights or obligations, including editorial corrections, clarifications, structural reorganization, or the addition of new features that do not reduce existing functionality, the updated SLA takes effect upon publication and applies to installations of any version of the SOFTWARE released after the modification date.

For changes that materially affect CUSTOMER's rights or obligations, including changes to the scope of the license, the processing of personal data, limitations of liability, indemnification, governing law, or dispute resolution, STIMULSOFT will give CUSTOMER at least thirty (30) days' prior notice by email to the address associated with CUSTOMER's STIMULSOFT account. Any such modifications shall apply only to (i) new licenses granted after the effective date of the modification, and (ii) installations of new versions of the SOFTWARE released after the effective date of the modification by CUSTOMERS who choose to install such new versions. The version of this SLA in force at the time CUSTOMER obtained the SOFTWARE shall continue to apply to CUSTOMER's existing installations of that version of the SOFTWARE.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS SLA, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.