

STIMULSOFT REPORTS, STIMULSOFT DASHBOARDS, STIMULSOFT FORMS, STIMULSOFT SPREADSHEETS, STIMULSOFT APPS, STIMULSOFT DESIGNER, STIMULSOFT DEMO, DEVELOPER LICENSE AGREEMENT

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This CloudReports sp. z o.o. (dba Stimulsoft), ("STIMULSOFT") Developer License Agreement ("DLA") is a legal agreement between the software developer ("DEVELOPER") and STIMULSOFT for STIMULSOFT REPORTS, STIMULSOFT DASHBOARDS, STIMULSOFT FORMS, STIMULSOFT SPREADSHEETS, STIMULSOFT APPS, STIMULSOFT DESIGNER, and STIMULSOFT DEMO identified above and including components, source code (if provided), demos, intermediate files, media, printed materials, and online or electronic documentation ("SOFTWARE") contained in this installation file.

STIMULSOFT grants DEVELOPER a personal, non-exclusive license to install and use the SOFTWARE for the sole purposes of designing, developing, testing, and deploying application programs which DEVELOPER creates. If DEVELOPER is an entity, DEVELOPER may permit access to and use of the SOFTWARE by its individual developers (as defined in the SUBSCRIPTION Section) and by authorized account administrators, subject to the limits of the licensed tier and to DEVELOPER's responsibility for their compliance with this DLA.

The SOFTWARE is runtime royalty-free for Redistributables.

By installing, copying, or otherwise using the SOFTWARE, DEVELOPER agrees to be bound by the terms of this DLA. If DEVELOPER does not agree to any part of the terms of this DLA, 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.

DEFINITIONS

For the purposes of this DLA, the following terms have the meanings set out below.

"Application" means a software application, website, service, product, or internal tool developed by DEVELOPER that adds primary and substantial functionality independent of the SOFTWARE and in which the SOFTWARE and Redistributables are used only as components of that broader functionality.

"Documents" means reports, dashboards, forms, spreadsheets, apps, and any other documents, items, or content that the SOFTWARE enables a user to create, design, edit, render, export, print, or otherwise process, whether currently available or introduced by STIMULSOFT in the future. A Document is an output created using the SOFTWARE and is distinct from an Application, which is DEVELOPER's own software product as defined above.

"Redistributables" means only those runtime files and components expressly designated by STIMULSOFT as redistributable.

"Design-Time Use" means use of the SOFTWARE by DEVELOPER or any third party for software development, compilation, integration, component development, use within an IDE, or creation of applications or software components. For clarity, use of embedded Document design functionality by end users solely within DEVELOPER's permitted Application is Runtime Use, not Design-Time Use.

"Runtime Use" means execution of Redistributables solely as part of an Application for the purpose of viewing, rendering, exporting, printing, editing, configuring, or otherwise using Documents created by or for DEVELOPER, including embedded Document design functionality used by end users solely within DEVELOPER's permitted Application.

"Standalone Designer" means the standalone Stimulsoft Designer application and any online Stimulsoft Designer made available by STIMULSOFT, including at designer.stimulsoft.com, together with their executable files, modules, online features, cloud-connected functionality, account functionality, activation and license-management functionality, update-check functionality, and AI Features, where applicable.

PACKAGE MANAGERS AND REGISTRIES

The SOFTWARE may be made available through package managers, package registries, repositories, or similar distribution channels, including without limitation NuGet, npm, Maven, Packagist, PyPI, or other ecosystem-specific package services. Such availability is solely for installation, dependency management, and build convenience and does not make the SOFTWARE open-source, public-domain, freeware, or otherwise freely licensed.

DEVELOPER may download and install the SOFTWARE from such package managers, registries, repositories, or distribution channels for use either (i) as a trial version subject to the TRIAL VERSION Section, or (ii) under a valid license and in accordance with this DLA.

DEVELOPER must not publish, mirror, fork, repackage, rename, wrap, modify, or redistribute the SOFTWARE, Redistributables, or any package containing them through any public or private package manager, registry, repository, CDN, marketplace, app store, artifact repository, or similar service, except as expressly permitted by STIMULSOFT in writing or as strictly necessary to distribute Redistributables as part of DEVELOPER's permitted Application in accordance with this DLA.

For the avoidance of doubt, installation of the SOFTWARE through a package manager or registry does not grant any right to use the SOFTWARE for Design-Time Use, development, compilation, production, redistribution, or Runtime Use except (i) as a trial version subject to the TRIAL VERSION Section, or (ii) under a valid license permitting such use.

RIGHTS

DEVELOPER may install and use the SOFTWARE, including any and all source code (if provided), or any prior version legally licensed for the same operating system, on a single computer per individual developer authorized under the license tier purchased by DEVELOPER, as described in the SUBSCRIPTION Section. DEVELOPER acknowledges and agrees that if the SOFTWARE's source code

is provided, it remains a confidential trade secret of STIMULSOFT.

DEVELOPER may reassign the licensed developer seat to another individual within DEVELOPER's organization, provided that the previous individual ceases all use of the SOFTWARE, the SOFTWARE is removed from that individual's computer, and the new individual accepts this DLA. Any other assignment, transfer, sublicense, or sharing of the SOFTWARE is prohibited without STIMULSOFT's prior written consent.

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 completed using the credentials provided 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 computer and is automatically linked to it after activation.

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

Where DEVELOPER'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. DEVELOPER may contact STIMULSOFT at the email address set out in the footer of this DLA to request offline activation procedures.

TRIAL VERSION

Until DEVELOPER 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 computer or (ii) the date on which DEVELOPER first registered a STIMULSOFT account at stimulsoft.com;
- DEVELOPER 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, DEVELOPER 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 computers on which it has been installed; and
- all other terms and conditions of this DLA, 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 or updates in respect of the trial version.

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

DEVELOPER 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 DEVELOPER 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 DEVELOPER cancels auto-renewal before the renewal date. DEVELOPER may cancel auto-renewal at any time through DEVELOPER's STIMULSOFT account or by written notice to STIMULSOFT at the email address set out in the footer of this DLA. 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 DEVELOPER's STIMULSOFT account not later than sixty (60) days prior to the renewal date where required by applicable law or where auto-renewal is enabled.

Subscriptions are licensed on a per-developer basis according to the license tier selected by DEVELOPER (Single, Team, Enterprise, Worldwide, or such other tier as STIMULSOFT may offer from time to time). The license tier determines the maximum number of individual developers within DEVELOPER's organization authorized to use the SOFTWARE. DEVELOPER must ensure that the number of such individuals does not at any time exceed the licensed tier.

The Enterprise tier and any higher tier include a White Label entitlement, which permits DEVELOPER to remove or replace STIMULSOFT trademarks, logos, and other branding elements from the user interface of the SOFTWARE as integrated into DEVELOPER's permitted Application, subject to the configuration options provided by the SOFTWARE for that purpose. The White Label entitlement does not extend to STIMULSOFT trademarks, logos, or branding outside of such configurable user-interface elements. Tiers below the Enterprise tier do not include a White Label entitlement.

The Team tier and any higher tier include an entitlement to one (1) build server, on which DEVELOPER may install and use the SOFTWARE solely for automated compilation, packaging, and deployment of DEVELOPER's permitted Applications. The Single tier does not include a build server entitlement. Build server installations do not count toward the per-developer seat count.

For the purposes of this Section, an "individual developer" means any natural person within DEVELOPER's organization, or any contractor, subcontractor, consultant, agent, or other person acting for or on behalf of DEVELOPER or under DEVELOPER's direction or control, who:

(i) has access to the SOFTWARE libraries, assemblies, source code (if provided), scripts, packages, APIs, SDKs, or Redistributables for development, integration, build, compilation, testing, deployment, support, customization, or implementation purposes;

(ii) uses the Standalone Designer as part of DEVELOPER's licensed development, testing, reporting, implementation, customization, support, production, delivery, or customer-implementation workflow; or

(iii) uses embedded Document design functionality within DEVELOPER's Application to create, edit, configure, test, validate, maintain, or prepare Documents, templates, or other deliverables for use in DEVELOPER's Application where such Application is sold, licensed, hosted, distributed, provided, or otherwise made available to persons or entities outside DEVELOPER's organization.

End users who are not acting for or on behalf of DEVELOPER and who use embedded Document design functionality solely within DEVELOPER's permitted Application for their own Runtime Use are not individual developers solely by reason of such use.

RESTRICTIONS

DEVELOPER must not rent, lease, lend, copy, modify, sublicense, time-share, electronically transmit or receive the SOFTWARE, except as provided in this DLA, or as directed by STIMULSOFT. DEVELOPER must not share copies of the SOFTWARE or Redistributables with other developers, co-developers, contractors, or any third party, except as expressly permitted under this DLA.

Where source code is provided, DEVELOPER may modify such source code solely for internal use as part of DEVELOPER's licensed development of permitted Applications. DEVELOPER must not distribute, disclose, sublicense, sell, publish, or otherwise make available any source code, modified source code, or derivative source code to any third party, except to the extent STIMULSOFT expressly designates specific source-code components as Redistributables.

Except for the limited source-code modification right expressly granted above, DEVELOPER must not modify, translate, create derivative works of, reverse-engineer, decompile, or disassemble the SOFTWARE, except to the extent such restriction is prohibited by applicable mandatory law.

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

DEVELOPER may expose to DEVELOPER's customers only DEVELOPER's own API, and must not expose the SOFTWARE's API directly to any third party. DEVELOPER must not develop, distribute, or make available any application, software, or service that provides an application programming interface to the SOFTWARE.

DEVELOPER must not distribute the SOFTWARE or any component created using the SOFTWARE, in any format, to others for development, application compilation, or Design-Time Use, including within an IDE such as Microsoft Visual Studio.

DEVELOPER must not create any tool, software, product, service, platform, SDK, API, component library, or other offering that directly or indirectly competes with the SOFTWARE, except under a separate written license from STIMULSOFT.

The trial version of the SOFTWARE is for test purposes only. The trial version must not be used in development or production.

DEVELOPER may use the Standalone Designer only as part of DEVELOPER's licensed development workflow. DEVELOPER must not distribute, host, expose, provide access to, or make available the Standalone Designer or substantially similar design-time functionality to any third party, whether as a desktop application, SaaS service, web application, hosted service, API, SDK, module, or embedded component, unless expressly authorized by STIMULSOFT in writing.

DEVELOPER must not create, develop, market, distribute, make available, or provide any application, website, service, product, wrapper, shell, portal, module, SDK, API, component library, or other offering whose sole or principal purpose, primary commercial value, or main marketed functionality is to provide Document-design, business-intelligence-design, document-generation-design, or similar designer functionality to third parties, unless expressly authorized by STIMULSOFT in writing.

DEVELOPER must not use the SOFTWARE or Redistributables to provide a hosted, managed, SaaS, PaaS, API, SDK, no-code/low-code, Document-design, document-generation, business-intelligence, analytics, or development platform service that competes with or substitutes for the SOFTWARE, unless expressly authorized by STIMULSOFT in writing.

The SOFTWARE is licensed as a single product. The SOFTWARE, its constituent parts, source code (if provided), and any provided Redistributables remain STIMULSOFT's exclusive property and must not be separated for use on more than one computer, redistributed, resold, or made available as individual components, except as expressly permitted under this DLA.

REDISTRIBUTABLES

Only the files and components listed in Annex A (available at <https://www.stimulsoft.com/licenses/DLA-Redistributables.pdf>) or otherwise expressly designated by STIMULSOFT as Redistributables in the SOFTWARE documentation, product documentation, package metadata, or deployment documentation may be redistributed under this DLA. STIMULSOFT may update the list of Redistributables from time to time by publishing an updated version at the URL above.

END-USER USE OF REDISTRIBUTABLES

DEVELOPER may make the Redistributables available to end users solely as part of DEVELOPER's permitted Application and solely for Runtime Use of that Application.

Where DEVELOPER's Application includes Document design functionality using the SOFTWARE, end users may use such functionality only within DEVELOPER's Application and only to create, edit, configure, view, render, export, print, or otherwise use Documents for use with DEVELOPER's Application. Such use does not grant end users any independent license to the SOFTWARE, Redistributables, the Standalone Designer, source code, APIs, SDKs, or any other STIMULSOFT component.

DEVELOPER must not grant any end user, customer, contractor, or other third party any right to extract, copy, redistribute, sublicense, resell, modify, reverse-engineer, decompile, disassemble, or use the SOFTWARE or Redistributables separately from DEVELOPER's Application.

DEVELOPER must not provide the SOFTWARE, Redistributables, or the Standalone Designer to end users as a standalone product, development tool, SDK, API, component library, Document-design platform, no-code/low-code builder, business-intelligence platform, or service that competes with or substitutes for the SOFTWARE.

If an end user, customer, contractor, or other third party wishes to use the SOFTWARE or any STIMULSOFT component for development, compilation, integration into its own software, Design-Time Use outside DEVELOPER's Application, or any other purpose not expressly permitted above, that person must obtain a separate valid license from STIMULSOFT.

DEVELOPER must not create, develop, market, distribute, make available, or provide any tool, software, product, service, platform, SDK, API, component library, or other offering that directly or indirectly competes with the SOFTWARE or any STIMULSOFT product or service by using all or any portion of the SOFTWARE, Redistributables, the Standalone Designer, or functionality derived from or enabled by the SOFTWARE, except under a separate written license from STIMULSOFT.

DEVELOPER'S CONTENT

DEVELOPER retains all right, title, and interest in and to the Documents, templates, application programs, source code, designs, and other output created, designed, or developed by DEVELOPER using the SOFTWARE ("DEVELOPER's Content"). STIMULSOFT acquires no ownership rights in DEVELOPER's Content by virtue of this DLA.

DEVELOPER represents and warrants that:

- DEVELOPER's Content does not infringe the intellectual property rights of any third party;
- DEVELOPER has obtained all necessary rights, licenses, consents, and authorizations to create and use DEVELOPER's Content; and
- DEVELOPER's use of DEVELOPER's Content complies with all applicable laws and regulations.

STIMULSOFT does not host, store, access, or otherwise process DEVELOPER's Content.

DEVELOPER's Content resides locally on DEVELOPER's computer or on systems controlled by DEVELOPER, and DEVELOPER is solely responsible for the security, backup, and lawful processing of DEVELOPER's Content.

DEVELOPER's Content may incorporate STIMULSOFT components only to the extent permitted by the RIGHTS, REDISTRIBUTABLES, and RESTRICTIONS Sections of this DLA.

CONFIDENTIALITY

"Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. For the avoidance of doubt, the source code of the SOFTWARE, where provided, constitutes Confidential Information of STIMULSOFT and a trade secret of STIMULSOFT.

Confidential Information does not include any information which:

- is or becomes publicly available through no fault of the receiving party;
- was properly known to the receiving party, without restriction, prior to disclosure by the disclosing

party;

- was properly disclosed to the receiving party, without restriction, by another person without violation of the disclosing party's rights; or
- is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this DLA and will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted under this DLA.

Each party agrees to exercise due care in protecting the Confidential Information of the other party from unauthorized use and disclosure.

Each party may disclose the Confidential Information of the other party, in whole or in part, to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this Section.

Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

AI TECHNOLOGIES

The SOFTWARE includes optional artificial-intelligence features (collectively, "AI Features"). The use of AI Features is subject to the additional terms set out in this Section.

For the purposes of this Section:

- "Input" means any prompt, instruction, source code, expression, connection string, text, or other information that DEVELOPER voluntarily submits to the AI Features.
- "Output" means any text, code, suggestion, or other information generated by the AI Features in response to an Input.
- "Suggestion" means any source code, expression, or other text suggested by the AI Features for DEVELOPER to accept, modify, or reject.

When DEVELOPER uses the AI Features, the Input is transmitted to STIMULSOFT or to STIMULSOFT's AI subcontractors for processing and to generate an Output. STIMULSOFT may add or replace AI subcontractors from time to time. Where AI subcontractors process personal data, they are engaged subject to appropriate contractual data-protection obligations. A current list of STIMULSOFT's AI subcontractors is available to DEVELOPER upon request, free of charge, by contacting STIMULSOFT at the email address set out in the footer of this DLA.

STIMULSOFT undertakes that it will not use Inputs, Outputs, or Suggestions to train any language models, machine-learning models, or artificial-intelligence systems, unless DEVELOPER expressly agrees to such use.

DEVELOPER is solely responsible for all legal consequences resulting from DEVELOPER's Inputs, including ensuring that DEVELOPER has all necessary rights, consents, and lawful bases to share any personal data, confidential information, or third-party intellectual property contained in the Inputs.

As between DEVELOPER and STIMULSOFT, DEVELOPER retains all right, title, and interest in and to DEVELOPER's Inputs and the Outputs and Suggestions generated in response to such Inputs, subject to STIMULSOFT's right to process the Inputs and to generate, transmit, and store the Outputs and Suggestions as necessary to provide the AI Features.

Outputs and Suggestions are provided for informational and assistive purposes only and do not constitute legal, financial, medical, security, or other professional advice. Outputs and Suggestions are not verified by STIMULSOFT for accuracy, completeness, reliability, or fitness for any particular purpose. STIMULSOFT makes no representation or warranty that the AI Features will be uninterrupted, error-free, or produce particular results. DEVELOPER is solely responsible for reviewing, testing, validating, and determining the suitability of any Output or Suggestion before relying on it or using it in production.

Due to the nature of artificial-intelligence systems, Outputs or Suggestions may be similar or identical to outputs generated for other users, and STIMULSOFT does not guarantee that any Output or Suggestion is unique.

DEVELOPER must not use the AI Features in any manner that violates this DLA, applicable law (including data protection, intellectual property, and content regulation laws), or the rights of any third party.

COPYRIGHT

All title and copyrights in and to the SOFTWARE (including but not limited to any images, demos, source code (if provided), intermediate files, packages, photographs, distributables, animations, video, audio, music, text, and applets incorporated into the SOFTWARE and any copies of the SOFTWARE) are owned by STIMULSOFT or its affiliates. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, DEVELOPER must treat the SOFTWARE like any other copyrighted material except that DEVELOPER may install the SOFTWARE on a single computer provided DEVELOPER keeps the original solely for backup or archival purposes.

THIRD PARTY

The SOFTWARE contains third-party software which is subject to additional notices and 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 DLA. DEVELOPER acknowledges and agrees that certain third-party software which is not incorporated into the SOFTWARE may be required in order for DEVELOPER to use or enjoy the full benefit of the SOFTWARE. DEVELOPER shall be fully responsible for obtaining a lawful copy of such software. DEVELOPER'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.

ONLINE-MAPS USAGE LIMITATION

The SOFTWARE contains the Online Maps component, which includes the OpenStreetMap (OSM) provider. The number of coordinate requests using the OSM provider is limited to 15000 per 1 (one) year. Exceeding this limit may result in restricted access to the service or require a separate licensing agreement for the OSM provider.

INSTALLATION AND USE

The license granted in this DLA for DEVELOPER to create DEVELOPER's own compiled programs and distribute DEVELOPER's programs and the Redistributables (if any), is subject to all of the following conditions:

1. DEVELOPER must not remove or alter any STIMULSOFT copyright, trademark or other proprietary rights notice contained in any portion of STIMULSOFT libraries, source code (if provided), Redistributables or other files that bear such a notice;
2. Where source code is provided, it is provided only for the components expressly identified by STIMULSOFT and remains subject to this DLA.
3. STIMULSOFT provides no warranty at all to any person, and DEVELOPER will remain solely responsible to anyone receiving DEVELOPER's programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact STIMULSOFT for such services or assistance;
4. DEVELOPER's programs containing SOFTWARE must be written using a licensed, registered copy of the SOFTWARE;
5. DEVELOPER's programs must add primary and substantial functionality, and must not be merely a set or subset of any of the libraries, code, Redistributables or other files of the SOFTWARE;
6. DEVELOPER must not use STIMULSOFT's or any of its supplier's names, logos, or trademarks to market DEVELOPER's programs.

TERMINATION

Without prejudice to any other rights or remedies, STIMULSOFT may terminate this DLA immediately if DEVELOPER breaches any restrictions relating to copying, distribution, sublicensing, reverse-engineering, circumvention of activation or licensing mechanisms, unauthorized use, disclosure of source code, unauthorized redistribution, design-time use by third parties, or infringement of STIMULSOFT's intellectual property rights.

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

Upon termination, DEVELOPER must immediately cease all use of the SOFTWARE, uninstall the SOFTWARE, destroy all copies of the SOFTWARE and related documentation in DEVELOPER's possession or control, remove Redistributables from any future distributions, 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.

DEVELOPER must not distribute any new copies, updates, patches, or versions containing the SOFTWARE or Redistributables after termination.

Termination does not grant DEVELOPER any right to continue distributing or making available the SOFTWARE or Redistributables in any form. DEVELOPER must remove the SOFTWARE and Redistributables from any future distributions, updates, patches, or versions of DEVELOPER's applications. Existing end-user copies of DEVELOPER's applications that lawfully incorporated the Redistributables and were distributed before termination may continue to be used by such end users only

to the extent required by applicable law and only if such use does not involve breach of this DLA, infringement of STIMULSOFT's intellectual property rights, or unlawful distribution.

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, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH DEVELOPER.

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.

STIMULSOFT's total aggregate liability arising out of or in connection with this DLA - whether in contract, tort (including negligence), statute, or otherwise - is limited to the lesser of:

(i) the greater of:

(a) the aggregate amount actually paid by DEVELOPER to STIMULSOFT under this DLA during the twelve (12) months immediately preceding the event giving rise to the claim; and

(b) ten euro (EUR 10) for DEVELOPERS domiciled or established in the European Union or the European Economic Area, or ten US dollars (USD 10) for DEVELOPERS domiciled or established in any other jurisdiction; and

(ii) one thousand euro (EUR 1,000) for DEVELOPERS domiciled or established in the European Union or the European Economic Area, or one thousand US dollars (USD 1,000) for DEVELOPERS domiciled or established in any other jurisdiction.

This limitation will apply notwithstanding any failure of the essential purpose of any limited remedy.

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;
- DEVELOPER's payment obligations under this DLA;
- DEVELOPER's indemnification obligations under this DLA;
- any other liability that cannot be excluded or limited under applicable mandatory law (including consumer-protection law applicable to DEVELOPERS who are consumers in the EU/EEA).

INDEMNIFICATION

DEVELOPER 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:

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

SUPPORT SERVICES

STIMULSOFT may provide DEVELOPER 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 and/or other STIMULSOFT-provided materials. Any supplemental SOFTWARE code provided to DEVELOPER as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this DLA. With respect to technical information DEVELOPER provides to STIMULSOFT as part of the Support Services, STIMULSOFT may use such information for its business purposes, including for SOFTWARE support and development. STIMULSOFT will not utilize such technical information in a form that personally identifies DEVELOPER.

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. Support Services are provided only to DEVELOPER's licensed individual developers and authorized account administrators. STIMULSOFT may require support requests to be submitted by, or on behalf of, a person covered by DEVELOPER's licensed tier.

PERSONAL DATA

This Section describes the data that STIMULSOFT processes in connection with DEVELOPER's STIMULSOFT account, licensing, activation, validation, the Standalone Designer, optional AI Features, and Support Services.

The SOFTWARE libraries, compiled libraries, source code where provided, and Redistributables distributed under this DLA are designed to operate locally on DEVELOPER's computer and on the end-user devices or systems on which DEVELOPER's Applications are deployed. During Runtime Use, such libraries and Redistributables do not transmit personal data of DEVELOPER or any third party to STIMULSOFT, except that they may contact STIMULSOFT's licensing services solely to perform license checks or validation as described in this Section.

The Standalone Designer may activate, validate, log license-related events, communicate with STIMULSOFT's cloud resources, access online features, perform update checks, and use AI Features as described in this Section.

Personal data and technical licensing data are processed by STIMULSOFT only in connection with the following:

- Account and registration data. Where DEVELOPER purchases, registers for, activates, or manages the SOFTWARE through STIMULSOFT or its authorized resellers, STIMULSOFT or the relevant reseller collects and processes the personal data necessary for the conclusion and performance of this DLA, including DEVELOPER's name, business email, company name, billing address, EU VAT or equivalent tax identifier, telephone number where provided, and payment-related information.
- Payment data. Payment data is processed by STIMULSOFT's payment processors, resellers, or payment service providers. STIMULSOFT does not store full payment-card numbers.
- Library license checks and validation. The SOFTWARE libraries and Redistributables may contact STIMULSOFT's licensing services solely to verify license status, prevent unlicensed use, apply license limitations, maintain activation or validation records, and support account security. Such processing may include the license key or trial identifier applied to the SOFTWARE, activation credentials, account identifier, product name and version, technical installation or device identifiers, hardware or installation fingerprint, IP address from which the license-check or validation request is received, timestamps of license-check and validation requests, and related technical diagnostic information. Hardware fingerprints, installation identifiers, and similar technical licensing data are used for licensing, validation, anti-abuse, and security purposes and are not intended by STIMULSOFT to identify a natural person by themselves. To the extent such data is treated as personal data under applicable data-protection law, STIMULSOFT processes it in accordance with this Section.
- Standalone Designer activation, validation, logging, and online features. The Standalone Designer may contact STIMULSOFT's activation, validation, licensing, logging, account, update, and cloud-resource services to activate the SOFTWARE, verify license status, prevent unlicensed use, apply trial or license limitations, maintain activation and license records, support account security, provide license-management functionality, access online resources, templates, samples, maps, update checks, and other online or cloud-connected features. Such processing may include the data listed under Library license checks and validation, together with Standalone Designer usage, logging, update-check, account, and online-feature data necessary to provide, secure, maintain, validate, log, and improve such functionality. Where DEVELOPER uses optional Stimulsoft cloud services through the Standalone Designer, such use is governed by the separate terms of service applicable to those cloud services.
- AI input data. Where DEVELOPER voluntarily uses AI Features of the Standalone Designer or other AI Features of the SOFTWARE, STIMULSOFT processes prompts, instructions, expressions, source code, connection strings, text, and other content submitted by DEVELOPER to provide the AI Features described in the AI TECHNOLOGIES Section, in accordance with that Section.
- Support correspondence. Where DEVELOPER contacts STIMULSOFT for support, STIMULSOFT processes the email address, contents of messages, and diagnostic information voluntarily provided by DEVELOPER.

STIMULSOFT acts as the controller of the personal data described above. The legal bases under Article 6(1) of the GDPR are performance of this DLA for account, payment, activation, validation, licensing, Standalone Designer, online-feature, AI Feature, and support data to the extent such data is personal data; compliance with a legal obligation for invoicing, tax, and accounting records; and STIMULSOFT's legitimate interests in protecting its intellectual property, preventing unlicensed use of the SOFTWARE, maintaining activation and license records, preventing abuse, securing its services, and providing Standalone Designer, online, cloud-connected, logging, license-management, and AI functionality.

STIMULSOFT does not host, access, or otherwise process any personal data that DEVELOPER

processes through programs, applications, Documents, templates, or other outputs developed by DEVELOPER using the SOFTWARE. DEVELOPER is the sole controller and, where applicable, processor of such data, and this DLA does not constitute a data processing arrangement under Article 28 of the GDPR with respect to that data.

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

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 retains the personal data described 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 DLA 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). Requests may be submitted to STIMULSOFT at the email address set out in the footer of this DLA.

ACCOUNT SECURITY

DEVELOPER is responsible for maintaining the confidentiality of DEVELOPER's STIMULSOFT account credentials, including username, password, license key, activation credentials, and any authentication tokens or codes. DEVELOPER is responsible for all activities that occur in or through DEVELOPER's account, whether or not authorized by DEVELOPER.

DEVELOPER must notify STIMULSOFT immediately by email at the address set out in the footer of this DLA upon becoming aware of any unauthorized access to or use of DEVELOPER's account, any compromise of DEVELOPER's credentials, or any other breach of security relating to DEVELOPER's account.

STIMULSOFT is not responsible for any loss or damage to DEVELOPER or to any third party incurred as a result of any unauthorized access to or use of DEVELOPER's account, except to the extent directly caused by STIMULSOFT's breach of this DLA or applicable mandatory law.

EXPORT RESTRICTIONS

DEVELOPER must comply with all applicable laws and regulations regarding economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes (collectively, "Sanctions"), including those administered by the European Union and the United States.

DEVELOPER represents and warrants that DEVELOPER is not a person or entity targeted by Sanctions, nor is DEVELOPER owned or controlled by, or acting on behalf of, any person or entity targeted by Sanctions.

DEVELOPER must immediately report any concerns of non-compliance regarding Sanctions to STIMULSOFT at the email address set out in the footer of this DLA.

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 DLA 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 DLA 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.

TAXES

All license fees and other amounts payable by DEVELOPER under this DLA 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 DEVELOPER under this DLA, 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 DEVELOPER 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 DEVELOPER shall self-account for the tax in its own jurisdiction.

If DEVELOPER is required by law to withhold or deduct any tax from any amount payable to STIMULSOFT under this DLA, DEVELOPER 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.

DEVELOPER 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 DEVELOPER's failure to comply with this Section.

GENERAL PROVISIONS

This DLA may only be modified in accordance with the section UPDATES TO THIS DLA below, or by

a written instrument signed by DEVELOPER and an authorized officer of STIMULSOFT. If any provision of this DLA 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 the LIMITATION OF LIABILITY Section shall remain in effect.

DEVELOPER agrees to comply with all applicable international treaties regarding copyright and intellectual property rights. In addition, DEVELOPER acknowledges that local laws protecting STIMULSOFT's ownership of and interest in its intellectual property, and STIMULSOFT's right to recover damages for infringement thereof, apply to DEVELOPER's use of the SOFTWARE.

This DLA constitutes the entire agreement between DEVELOPER 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 DLA constitutes a waiver of that right, power, or remedy.

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

This DLA is for the benefit of DEVELOPER 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 DLA 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 DEVELOPERS 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 DLA 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 DEVELOPER by email to the address associated with DEVELOPER's STIMULSOFT account. DEVELOPER 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.

CONSUMER RIGHTS

For DEVELOPERS who are consumers within the meaning of applicable consumer-protection law in the European Union or the European Economic Area, the following applies in addition to the other provisions of this DLA.

Right of withdrawal. Where DEVELOPER is a consumer within the meaning of applicable consumer-protection law in the European Union or the European Economic Area and acts outside DEVELOPER's trade, business, craft, or profession, DEVELOPER may have a statutory fourteen (14)-day right of withdrawal from the conclusion of a distance contract, subject to the conditions, limitations, and exceptions set out in applicable consumer-protection law. This right applies only to DEVELOPERS who are consumers and do not apply to DEVELOPERS acting for purposes relating to their trade, business, craft, or profession.

Mandatory consumer rights. Nothing in this DLA limits or excludes any rights that DEVELOPER may have as a consumer under applicable mandatory consumer-protection law, including (in Poland) the rights set out in the Polish Act on Consumer and the Polish Civil Code. The limitations and exclusions of liability set out in this DLA apply to consumers only to the extent permitted by such mandatory law.

Alternative dispute resolution. Where DEVELOPER is a consumer, DEVELOPER may also have the right to use alternative dispute resolution procedures available in DEVELOPER's country of domicile in accordance with applicable consumer-protection law.

Auto-renewal. For DEVELOPERS who are consumers within the meaning of applicable EU/EEA consumer-protection law, the auto-renewal of the Subscription described in the SUBSCRIPTION Section applies only with DEVELOPER's express consent given at or prior to the time of initial purchase. DEVELOPER may withdraw such consent at any time, and DEVELOPER's existing Subscription shall continue until its scheduled expiration without further charge.

DEVELOPER 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 DEVELOPER (collectively, "DEVELOPER Documentation"), the terms and conditions of this DLA shall govern the licensing of the SOFTWARE. Any additional, different, or conflicting terms contained in DEVELOPER Documentation are hereby expressly rejected and shall have no force or effect, regardless of whether DEVELOPER 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 DEVELOPER Documentation.

UPDATES TO THIS DLA

STIMULSOFT may update this DLA 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 DLA.

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

For changes that materially affect DEVELOPER'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 DEVELOPER at least thirty (30) days' prior notice by email to the address associated with DEVELOPER'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 DEVELOPERS who choose to install such new versions. The version of this DLA in force at the time DEVELOPER obtained the SOFTWARE shall continue to apply to DEVELOPER's existing installations of that version of the SOFTWARE.

New features that augment or enhance existing functionality of the SOFTWARE are subject to this DLA upon their release, unless STIMULSOFT specifies separate or additional terms for such features.

MISCELLANEOUS

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

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

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