

REPORTSHELL END-USER LICENSE AGREEMENT (EULA)

Version 1.4 — Effective April 22, 2026

This End-User License Agreement (“Agreement”) is a legal contract between Bivektor, Inc. (“Licensor”) and the entity or individual (“You” or “Your”) who purchases or uses the ReportShell Software.

BY INSTALLING, DOWNLOADING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, COPY, OR USE THE SOFTWARE.

1. DEFINITIONS

“**Software**” means the ReportShell software product licensed under this Agreement, including its libraries, modules, APIs, Frontend Components, Samples, documentation, and source code, in each case as created by Licensor. Any library, framework, tool, font, asset, or other software component not created by Licensor that the Software may use, depend on, link to, bundle, or interoperate with (collectively, “**Third-Party Software**”) is not considered part of the Software.

“**Frontend Components**” means the client-side user interface portion of the Software, including UI components, scripts, styles, assets, and related integration code used in a frontend or browser-based environment to interact with the server-side or backend functionality.

“**Samples**” means any sample applications, demo projects, example files, templates, snippets, starter code, configuration examples, test examples, and related materials provided by Licensor with the Software or in separate repositories, packages, folders, or documentation for the purpose of illustrating installation, integration, configuration, customization, or use of the Software.

“**Application**” means a distinct software product, service, or microservice (including but not limited to a website, web application, intranet application, intranet site, desktop application, mobile application, or backend service) developed by You or on Your behalf, which incorporates, bundles with, or links to any part of the Software, and contains significant additional functionality over and above the functionality provided by the Software.

“End-User Entity” means any distinct legal entity for whose internal operational, organizational, or business purposes an Application is developed or operated. For the purposes of counting End-User Entities, each legally distinct affiliate, subsidiary, or division constitutes a separate End-User Entity, regardless of common ownership.

“Developer” means any individual – whether your employee, contractor, consultant, or other outsourced personnel – who accesses, interacts with, or uses the Software in any part of the software development process, including but not limited to coding, programming, configuration, integration, or testing, whether onsite or remotely, and regardless of employment status or location.

“License Key” means a key, file, token, credential, or other technical mechanism issued by Licensor that may enable the Software to recognize or enforce a license grant. A License Key does not expand, modify, renew, or replace any license grant under this Agreement.

“Evaluation Mode” or **“Developer Mode”** means use of the Software without a purchased license, or after any license grant under this Agreement has expired, has been revoked, or has otherwise ceased to apply.

“Patch Release” means a release that increments the third version segment (e.g., 1.2.0 → 1.2.1) and contains only bug fixes.

“Minor Release” means a release that increments the second version segment (e.g., 1.2 → 1.3) and may contain new features and bug fixes that are backwards compatible within the same major version.

“Major Version” means a release that increments the first version segment (e.g., 1.x → 2.x) and may contain breaking changes.

“Updates” means Patch Releases and Minor Releases within a single Major Version.

“Upgrades” means Major Version releases.

“Support Subscription” means an optional, separately purchased annual subscription entitling You to technical support services as described in §7.

“Business Days” means Monday through Friday, 9:00 AM–6:00 PM Eastern Time (ET), excluding U.S. federal holidays.

2. GRANT OF LICENSE

Licensor grants You the rights described in this Agreement provided that You comply with all the terms and conditions of this Agreement.

2.1 General License Grant

Subject to §9, Licensor hereby grants to You a nonexclusive, nontransferable, perpetual license to use the Major Version of the Software for which You have purchased a license, together with all Updates in accordance with §6.

Licensor grants use of the Software according to one of the license types below as identified in the applicable Software title, purchase record, quote, invoice, order confirmation, License Key, or other written authorization from Licensor. Such use shall be in accordance with the provisions of this Agreement, including the restrictions in §4, which shall survive any termination of this Agreement.

2.2 Evaluation and Development Use

Subject to §9, Licensor hereby grants to You a revocable, nonexclusive, nontransferable right to use the Software in Evaluation Mode, solely for development and evaluation purposes and only on Developer workstations or local development environments not shared with other users or deployed systems.

Use of the Software in any operational, commercial, business, shared, hosted, staging, pre-production, production, or other deployment environment is not permitted. For avoidance of doubt, this includes internal, shared, QA, UAT, load testing, and pre-production testing environments.

Such use remains subject to all restrictions of this Agreement, including the restrictions in §4, which shall survive any termination of this Agreement. Such use does not entitle You to technical support under §7.

Licensor may limit the duration of Evaluation Mode or any trial or evaluation access in its sole discretion. The Software may behave differently in Evaluation Mode and may have functional, usage, watermarking, capacity, extension-point, customization, or other technical or functional limitations, as determined by Licensor in its sole discretion. Licensor does not guarantee the availability of any technical or functional capability in Evaluation Mode and may, at any time and without notice, modify, restrict, suspend, disable, or remove any technical or functional capability available in this mode.

3. LICENSE TYPES

3.1 Basic License

A Basic License permits use of the Software by a **single Developer**, deployed within one (1) Application for exactly one (1) End-User Entity.

3.2 Professional License

A Professional License permits use of the Software by an **unlimited number of Developers**, deployed within up to three (3) Applications, each for exactly one (1) End-User Entity.

3.3 Enterprise License

An Enterprise License permits use of the Software by an **unlimited number of Developers** to create an **unlimited number of Applications** for Your own internal business purposes, subject to the following conditions:

1. Each Application must require user login or other means of user authentication. Public, unauthenticated access is not permitted.
2. Each Application must be provided exclusively as a hosted service operated by You, optionally serving Your affiliates, subsidiaries, or divisions. Installation, deployment, or distribution of the Application to any party is not permitted.
3. Applications may not be developed on behalf of, or made available to, any external client or customer.

3.4 OEM License

An OEM License permits use of the Software by an **unlimited number of Developers**, deployed within an **unlimited number of Applications** for an **unlimited number of End-User Entities**, provided that each Application is distributed or deployed to the End-User Entity for operation by that entity.

An OEM License additionally includes all rights granted under the Enterprise License, permitting You to operate Applications as a hosted service for Your own internal business purposes under the conditions of §3.3.

An OEM License does **not** permit operating any Application as a hosted service for external clients or customers. An external client or customer that wants to provide any such Application as a hosted service must hold its own Enterprise License.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

4.1 Redistribution, Transfer, and Source Availability Restrictions

- The Software may include or use Third-Party Software, which is licensed under its own terms. Applicable third-party notices are provided separately in the distributed NOTICE files and at <https://reportshell.com/third-party-notices>. You are solely responsible for complying with the license terms applicable to any Third-Party Software in connection with Your use, modification, distribution, or combination of the Software with Your Application.
- You may not rent, lease, sublicense, or transfer the Software, in whole or in part, to any third party.
- You may distribute the Software only as a linked dependency of Your own Application. The Software's JAR files must remain separately identifiable on the application classpath, with their original package structure and class names preserved. Repackaging the Software into another artifact in a manner that obscures its identity as a distinct component including shading, package relocation, or equivalent techniques is not permitted.
- You may not distribute the Software, in whole or in part, in any form whose purpose or effect is to enable third parties to develop their own applications using the Software. This prohibition includes, without limitation, distributing the Software as part of a software development kit (SDK), framework, library, toolkit, starter kit, project template, base container image, build plugin, code generator, or similar developer-facing package, whether offered commercially or at no charge.
- Source code (if provided) is made available for debugging and reference purposes only. You may not redistribute source code in any form, publish to any public or private repository, or share with any third party.
- Licensor may, at its discretion, provide additional source code access to certain customers for internal audit, security review, compliance, maintenance, or similar internal business purposes. Any such source code access is limited to the specific Software components and versions expressly provided by Licensor.
- Unless expressly stated otherwise by Licensor in the applicable purchase record, invoice, quote, or order confirmation, the provision of source code does not grant any right to receive source code for Updates, Upgrades, or additional components not expressly included.
- If Licensor expressly grants ongoing source-code access, such access applies only during the stated entitlement period and only for the licensed Software components covered by that entitlement. After the entitlement ends, You may retain and use the

source code previously provided subject to this Agreement, but You have no right to receive access to the source code for Updates or Upgrades.

4.2 Competitive Product and Runtime Exposure Restrictions

- You may not use the Software, source code, or knowledge gained from inspecting the Software to develop, market, or distribute a product whose primary purpose is to compete with the Software in its own market.
- You may not expose the Software's REST APIs, configuration interfaces, or extension points as a public developer API, SDK, framework, or in any manner intended for use by third-party developers building their own reporting solutions.

Note on API Usage: The prohibition on re-exposing APIs applies strictly to providing the Software's functionality as a development tool or service to third-party developers. It does not prohibit the internal use of the Software's APIs by your own Application as part of its intended non-competing functionality.

4.3 Downstream Use

You are responsible for ensuring that any deployment, distribution, or use of the Software by Your clients, customers, or other recipients of Your Application complies with the restrictions of Your license tier. Use of the Software by a third party in a manner that would exceed or violate Your license constitutes a breach of this Agreement by You, regardless of whether You directly caused or authorized such use.

4.4 License Key Misuse

You may not:

- Share, publish, leak, or distribute the License Key to any third party, except that You may embed the License Key within an Application deployed for an End-User Entity, provided that You take reasonable measures to ensure the License Key is not publicly accessible or discoverable,
- Tamper with, bypass, circumvent, override, replace, disable, modify, or intercept any license validation or enforcement mechanism, or replace any class or component that uses such mechanisms in order to avoid, defeat, or interfere with them
- Use a License Key issued for one purpose and a license type for another purpose or license tier even if the Software does not restrict such uses at runtime.

5. OWNERSHIP

The Software is licensed, not sold. Licensor retains all intellectual property rights in the Software, including all copyrights, trademarks, trade secrets, and patents.

Source code (if provided) is made available under the restrictions of §4.1. The provision of sources does not constitute a transfer of ownership or an open-source license of any kind.

6. UPDATES, UPGRADES, AND VERSION ENTITLEMENT

6.1 Perpetual Use and Included Updates Within a Major Version

Each license is perpetual for the Major Version purchased. Subject to this Agreement, You may download and use any Patch Release or Minor Release within that Major Version at no additional cost, for as long as Licensor continues to publish such releases.

6.2 Major Version Upgrades Require a New License

Upgrades to a new Major Version (e.g., 1.x → 2.x) require purchasing a new license for the new Major Version. Licensor may, at its sole discretion, offer discounted upgrade pricing to existing licensees of the prior Major Version, published on Licensor's website at the time of release.

6.3 Backport Policy

Bug fixes and Patch Releases are produced only against the most recent Minor Release of the most recent Major Version supported by Licensor. Licensor is under no obligation to backport fixes to earlier Minor or Major Versions.

6.4 Independence from Support Subscription

Paid Support Subscriptions are sold separately from licenses (see §7) and do not affect Your perpetual right to use the licensed Major Version, nor Your right to download Updates within that Major Version. You may use the Software with or without an active Support Subscription after any included support period has expired.

7. TECHNICAL SUPPORT

Technical Support is provided under two paid Support Subscription tiers described in this Section.

7.1 Support Scope

Support covers help, assistance, and troubleshooting related to the server-side (backend) functionality implemented directly by the Software itself, including:

- REST APIs, extension points, and configuration,
- Bugs in the code,
- Behavior and documented features,
- Licensing and License Key issues.

Support does **not** cover any functionality, bugs, behaviors, or limitations of Third-Party Software.

This includes (not exhaustively):

- Third-party report engines, libraries, and related dependencies
- Spring Framework, Spring Boot, and any dependencies linked through Spring Dependency **BOM(Bill of Materials)**.
- Customer application code and infrastructure (databases, cloud platforms, networks)
- Customer-developed reports, report templates, and report definitions
- Third-party report authoring tools and design studios

The Frontend Components and Samples are provided as convenience tools and reference implementations, and they are explicitly **excluded** from all support services. Licensor makes no guarantees regarding stability, compatibility, or future availability of these components. These components may change, be replaced, or be removed without notice. Licensor may, at its discretion, provide guidance on these components, but is not obligated to provide fixes, updates, or technical support for them.

7.2 Standard Support (Paid Annual Subscription)

- Email support only
- Response within 3 Business Days
- One (1) named contact
- Up to twelve (12) Support Requests per year
- No issue tracker access

7.3 Premium Support (Paid Annual Subscription)

- Email support and private issue tracker
- Response within 2 Business Days
- Up to three (3) named contacts
- Up to twenty-four (24) Support Requests per year
- **Eligibility for hot-fix releases** at Licensor's discretion for issues Licensor confirms as critical defects in the Software
- **Priority handling** of Support Requests relative to Standard Support
- Direct escalation channel to engineering

7.4 Bundled Support

Each newly purchased license includes twelve (12) months of support beginning on the date of license purchase, as follows:

Basic License: Standard Support, limited to four (4) Support Requests.

Professional License: Standard Support, limited to eight (8) Support Requests.

Enterprise License: Premium Support, limited to twenty (20) Support Requests.

OEM License: Premium Support, unlimited Support Requests extended to twenty-four (24) months.

7.5. Other Rights, Restrictions, and Liabilities

- License Types defined under Section (§3) do not grant any technical support except as expressly stated in Section (§7.4). Except for any support expressly stated under §7.4, support is optional and purchased separately as a Support Subscription.
- Technical Support is provided under two paid subscription plans described in this Section (§7) and only within the scope expressly stated in Section (§7.1)
- A **“Support Request”** means a single issue, question, or ticket submitted by a named contact. A back-and-forth conversation on a single issue counts as one request. Reopening a previously resolved issue within twenty (20) Business Days does not count as a new request. Licensor-initiated follow-ups, hot-fix delivery, and clarifications do not count against the request limit.
- Technical Support is provided on a commercially reasonable efforts basis only. Licensor will use reasonable efforts to investigate Support Requests and, where Licensor deems appropriate, may provide guidance, a workaround, a patch, a hot-fix, or another remedy.
- Licensor does not guarantee that any issue will be resolved, that any workaround or solution will be found, or that any outcome will meet Your expectations in any given time period. Response-time commitments are commitments to respond only, not commitments to resolve.
- Licensor determines, in its sole discretion, the nature, scope, timing, and form of any fix, workaround, patch, hot-fix, update, or other remedial action.
- Licensor is not liable for any inability to provide a fix, workaround, or satisfactory solution to any Support Request or to any bug, defect, error, incompatibility, or unexpected behavior in the Software.
- Any reference to hot-fixes, critical-bug handling, priority, escalation, or similar terms in this Section describes the form of effort Licensor may apply, not a guarantee that any such remedy will be produced or delivered within any particular time frame.

8. AUDIT

Licensor may, with thirty (30) days’ prior written notice and no more than once per calendar year, audit Your use of the Software to verify compliance with this Agreement. Audits shall be conducted during normal business hours and shall not unreasonably interfere with Your operations. If an audit reveals material non-compliance, You shall reimburse Licensor’s reasonable audit costs in addition to any back-licensing fees owed.

9. TERMINATION

This Agreement terminates automatically if You materially breach the terms of this Agreement and fail to cure the breach within 30 days of written notice.

Upon termination, You must immediately:

- Cease all use of the Software,
- Remove the Software from all unlicensed applications,
- Destroy all copies of the Software and any source JARs in Your possession.

Termination does not entitle You to a refund of license fees previously paid.

The following sections survive termination:

- 1 (Definitions)
- 4 (Description of Other Rights and Limitations),
- 5 (Ownership),
- 9 (Termination),
- 10 (Warranty Disclaimer),
- 11 (Limitation of Liability),
- 12 (Governing Law),
- 14 (General) and
- 15 (Trademarks)

10. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU TO LICENSOR DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the State of Delaware, USA, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware for any dispute arising out of or relating to this Agreement.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13. EXPORT COMPLIANCE

You shall comply with all applicable U.S. and international export control laws and regulations, including the U.S. Export Administration Regulations and economic sanctions administered by the U.S. Office of Foreign Assets Control. You shall not export, re-export, or transfer the Software to any country, entity, or individual prohibited by such laws.

14. GENERAL

14.1 Assignment

You may not assign this Agreement, in whole or in part, without Licensor's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of Your assets, provided that the successor entity agrees in writing to be bound by this Agreement.

14.2 Severability

If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

14.3 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, labor disputes, or failures of telecommunications or power systems.

14.4 No Waiver

Failure by Licensor to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

14.5 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the Software and supersedes all prior or contemporaneous proposals, agreements, and communications, whether oral or written. Any modification must be in writing and signed by an authorized representative of Licensor.

15. TRADEMARK NOTICE

All product names, logos, brands, and trademarks referenced in the Software, its websites, documentation, or related materials are the property of their respective owners and are used solely for informational, descriptive, comparative, or interoperability purposes.

END OF AGREEMENT