

END USER LICENSE AGREEMENT

Last Updated: November 8, 2024

Effective on: November 8, 2024

This End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Alaio Inc. (the “**Company**”). This Agreement governs your use of the mobile application BITRIX24 available for iOS and Android software and the downloadable version of the BITRIX24 desktop software, including all related documentation (the “**Application**”), each providing access to the Bitrix24 Platform (the “**Platform**”). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL AND USE THE APPLICATION.

You are a person whether an individual user or an employee, affiliated, or associated with a current customer of the Company (a “Customer”), who is authorized to access and use the Platform. The Application allows End Users to connect to his/her Bitrix24 user account.

1. Terms Required by Apple, Inc. (only relates to the mobile application)

(a) This Agreement is between you and the Company only, and not with Apple. The Company, and not Apple, is solely responsible for the Application and the content thereof. Your use of the Application must comply with the Usage Rules set forth in the Apple App Store Terms of Use as of the Effective Date of this Agreement.

(b) The license granted to you for the Application is a non-transferable license to use the Application on any iOS Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Application may be accessed, acquired, and used by other accounts associated with you via Apple’s Family Sharing program or volume purchasing.

(c) The Company is solely responsible for providing, and Apple has no obligation to provide, maintenance and support for the Application. Support requests, as well as questions or complaints regarding the Application, may be directed to the Company, at info@bitrix24.com.

(d) In the event of any failure of the Application to comply with any warranty that may exist as a matter of law, you may notify Apple, and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

(e) Apple shall not be responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Application’s use of the HealthKit and HomeKit frameworks.

(f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Application, or your possession and use of the Application, infringes a third party's intellectual property rights.

(g) You represent and warrant that (i) the Application will not be downloaded or used in, or transported to, and you are not located in, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

(h) The Company's address is 700 North Fairfax St., Suite 614-B, Alexandria, VA 22314, USA. All questions and complaints about the Application should be sent to the Company at its address above or communicated to the Company by email: info@bitrix24.com.

(j) Apple and its subsidiaries are third-party beneficiaries of this End User License Agreement as it relates to the mobile application, and have the right (and shall be deemed to have accepted the right) to enforce this Agreement against you.

2. License Grant. Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use one copy of the Application for your personal use on one or more devices owned or otherwise controlled by you (collectively, a "**Device**") strictly in accordance with the Application's documentation; and

(b) access, stream, download, and use on such Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement, the Terms of Service, and any other agreement applicable to such Content and Services as set forth in Section 6.

The Application is designed to interact with the Platform; therefore, it is necessary to maintain an updated version of the Platform for the correct operation of the Application. If the Application interacts with an outdated version of the Platform, it may not function at all or may operate with limited functionality. The Administrator of the Platform is required to update the software to the latest version to ensure full functionality.

3. License Restrictions. You shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, disseminate information about decompiling methods, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason.

4. Reservation of Rights. The Company and/or its licensors own all right, title, and interest in and to the Platform and the Application, including their source code, which is and remains to be a trade secret of the Company and/or its licensors. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. The Company and/or its licensors shall retain full and complete ownership of right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy located at <https://www.bitrix24.com/privacy>. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. Content and Services. The Application will provide you with access to the Platform (and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application will be hosted on the Platform (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by the Terms of Service and Privacy Policy located at <https://www.bitrix24.com/terms> and <https://www.bitrix24.com/privacy>, respectively, which are incorporated herein by this reference, and any other agreement applicable to such Content and Services. Any violation of the Terms of Service will also be deemed a violation of this Agreement.

7. Updates. The Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features, including related documentation (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the Internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement unless you are asked to accept an addendum to the Agreement or a new license agreement governing the use of the Updates.

8. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. You agree to comply with applicable third party terms of agreement when using the Application.

9. Term and Termination.

(a) The term of Agreement commences when you download and install the Application and will continue in effect until terminated by you or the Company as set forth in this Section 9.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Device.

(c) The Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Device and account.

(e) Termination will not limit any of the Company’s rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

The Company shall not be liable or responsible for any failures, limitations or complete non-functioning of the Application resulting from its interaction with an outdated version of the Platform.

12. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law. This Agreement, and all claims and causes of action in connection with, arising under or relating to the subject matter of these terms and conditions, in the broadest possible way, including tort claims (the “**Claims**”), shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its choice of law principles. To the extent applicable, the parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. The choice of law designated herein shall apply to all factual and legal issues relating to or arising under the contract, and shall survive termination of this Agreement.

Further, except as provided in the paragraph below, you and the Company agree to the jurisdiction of Virginia to resolve any Claims that relate to or arise in connection with the Agreement and that are not subject to mandatory arbitration under Section 14.

If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Application from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-

exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs: If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

14. Binding Arbitration Agreement and Class Waiver Disclosure (US users only)

Agreement to Arbitration; Class Waiver: You and the Company agree, except as provided below regarding small claims court proceedings, any dispute, claim or controversy arising out of or relating in any way to the Application, Content and Services, including, but not limited to, our Privacy Policy and/or our privacy practices generally, this Agreement, and this Arbitration Agreement, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of this Agreement.

Pre-Filing Mediation. In the event of a dispute, prior to initiating arbitration, the party asserting the claim must first send to the other, by overnight courier, a written Notice of Claim (“**Notice**”). If you are the claimant, the Notice to the Company must be addressed to: 901 N. Pitt Street, Suite 325, Alexandria, VA 22314 or by emailing info@bitrix24.com. If we are the claimant, the Notice must be sent to the address we have on file for you in your account (either email or your physical address). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court, as appropriate.

Additional Arbitration Provisions:

(a) Settlement Offers: During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator.

(b) Initiating a Claim: The form required to initiate an arbitration can be printed or downloaded from www.adr.org. Alternatively, you may contact the arbitration administrator by calling 1-800-778-7879 or writing to the American Arbitration Association (the “AAA”), 1120 Connecticut Ave NW, Washington, DC 20036.

(c) Applicable Rules; Administrator: The arbitration will be governed by the Commercial Arbitration Rules (collectively, “**AAA Rules**”) of the AAA, as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or writing to the AAA at 1120 Connecticut Ave NW, Washington, DC 20036. The arbitrator is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement.

(d) Location of Hearing: Unless you and We agree otherwise, any arbitration hearings will take place in Washington, DC. If your claim is for US\$10,000 or less, we agree you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds

US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Class Waiver: YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by any individual, then the entirety of the arbitration provision set forth herein shall be null and void.

(f) Injunctive Relief Limitation: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide the relief warranted by that party's individual claim.

(g) Small Claims Procedure Alternative: Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the claim otherwise qualifies for such a program) as an alternative to proceeding with arbitration.

Opt-Out Provision. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE APPLICATION BY WRITING TO info@bitrix24.com OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THESE TERMS.

15. Entire Agreement. This Agreement constitutes the entire agreement between you and the Company with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

16. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

17. Open Source Components Notice. Bitrix24 includes open-source Chromium components. The full text of the licenses is available at <chrome://credits/>.

18. Amendment of the Agreement

18.1. The Company reserves the right to unilaterally update and change the Agreement from time to time with or without prior notice by posting the amended text on the Internet on the Company site at <https://bitrix24.com/eula/mobile-app.php> and in a new version or Update of the Application, which is acknowledged by the parties as proper notification.

18.2. You are responsible for reading and complying with any amended version of this Agreement that is posted at Company site as provided above.

18.3. Your continued use of the Application following any amendments and/or additions to the Agreement constitutes your acceptance and agreement to such amendments and/or additions. Such amendments of this Agreement shall not entitle You to any refund, credit, or other compensation from the Company under this Agreement.

18.4. Version posted on the Company site shall prevail in the case of conflict with the version included in the Application. You are the only one responsible for the consequences of your failure to read the relevant version of the Agreement.