

JustDo Source Available License Agreement

JustDo, Inc.
Delaware, USA

Effective: 17 January 2025

This JustDo Source Available License Agreement (the "Agreement") governs the use, modification, and distribution of the JustDo Licensed Software as defined below.

ACCEPTANCE OF AGREEMENT

This Agreement is entered into between JustDo, Inc. and the Customer (as defined below) as of:

- A. **For Customers who have acquired a commercial License Key or purchased a commercial license:** The date of the Customer's acquisition of a commercial License Key or purchase of a commercial license for use of the Licensed Software.
- B. **For Customers who have accessed, downloaded, or used any part of the Licensed Software without acquiring a commercial license:** The Agreement is entered into on the earliest of the following dates:
- (a) The date of downloading, cloning, or copying any portion of the Licensed Software's code from any source, including but not limited to public repositories (e.g., GitHub), JustDo's website, or any other distribution channel.
 - (b) The date of first use, execution, or incorporation of any part of the Licensed Software or its code, regardless of the extent of use or the portion of code utilized.
 - (c) The date of any attempt to modify, compile, or create Derivative Works based on any part of the Licensed Software's code.

BY PROCEEDING TO DOWNLOAD, CLONE, COPY, INSTALL, USE, MODIFY, OR CREATE DERIVATIVE WORKS BASED ON THE LICENSED SOFTWARE, AND/OR BY OBTAINING A LICENSE KEY FOR THIS SOFTWARE, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, CLONE, COPY, INSTALL, USE, MODIFY, OR CREATE DERIVATIVE WORKS BASED ON THE LICENSED SOFTWARE, AND YOU MUST DELETE ANY COPIES OF THE LICENSED SOFTWARE FROM YOUR SYSTEMS. BY ENGAGING IN ANY OF THE FOREMENTIONED ACTIVITIES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY; YOU UNDERSTAND THAT YOUR ACTIONS MAY CLASSIFY YOU AS A "CUSTOMER" AS DEFINED IN THIS AGREEMENT; YOU, AND IF APPLICABLE, YOUR EMPLOYER, AGREE TO BE BOUND BY THIS AGREEMENT; IF YOU ARE ACTING ON BEHALF OF YOUR EMPLOYER, YOU HAVE THE AUTHORITY TO BIND YOUR EMPLOYER TO THIS AGREEMENT; AND IF APPLICABLE, YOUR EMPLOYER HAS INFORMED YOU OF THE RELEVANT PROVISIONS OF THIS AGREEMENT WHICH MAY BE APPLICABLE TO YOU. THIS AGREEMENT SHALL GOVERN YOUR INTERACTION WITH, INSTALLATION, USE, MODIFICATION, AND DISTRIBUTION OF THE LICENSED SOFTWARE. JUSTDO URGES YOU TO CAREFULLY READ THIS AGREEMENT AND ASSESS YOUR INTENDED USE OF THE LICENSED SOFTWARE PRIOR TO ENGAGING IN ANY ACTIVITIES THAT MAY CLASSIFY YOU AS A CUSTOMER UNDER THIS AGREEMENT.

OFFICIAL VERSION OF THIS AGREEMENT

If you have obtained this copy of the Agreement from any source other than <https://justdo.com/source-available-license>, you should verify whether there is an updated version available at <https://justdo.com/source-available-license>. The version hosted at this official link supersedes any other versions you may encounter elsewhere. It is your responsibility to ensure you are referring to the most current version of this Agreement.

INCORPORATION OF POLICIES AND TERMS

By entering into this Agreement, Customer also agrees to be bound by:

- (a) JustDo's Trademark Policy, available at <https://justdo.com/trademark-policy>

These policies and terms are incorporated by reference into this Agreement and form an integral part of the contractual relationship between JustDo and Customer.

REVISIONS TO THE AGREEMENT AND USER RESPONSIBILITIES

JustDo reserves the right to update this Agreement and the policies listed under section [INCORPORATION OF POLICIES AND TERMS](#) from time to time. JustDo will handle notifications of such updates as follows:

1. For Customers who have acquired a commercial license, JustDo will notify Customer of any material changes by sending an email to the address associated with Customer's license registration.
2. For all Customers, including those who have not acquired a commercial license, please refer to Section 8. (Mailing List and Updates) for details on registering for update notifications and Customer responsibilities regarding updates.
3. It is the Customer's responsibility to ensure the validity of their email address and to notify JustDo of any changes to this address.
4. Continued use of the Licensed Software after any changes to this Agreement and the policies listed under section [INCORPORATION OF POLICIES AND TERMS](#) constitutes acceptance of such changes, regardless of whether the Customer has actively reviewed them or received direct notification.
5. If Customer does not agree with any updates, Customer should discontinue use of the Licensed Software and contact JustDo to discuss options, which may include termination of the license.
6. The most current version of this Agreement will always be available at <https://justdo.com/source-available-license>. Customers are encouraged to regularly check this link to ensure they are aware of the most recent terms.

For more detailed information about staying informed of updates, please refer to Section 8. (Mailing List and Updates). JustDo encourages Customer to review these policies and terms regularly to stay informed about any changes. If Customer has any questions or concerns about updates to these policies or terms, Customer should contact JustDo promptly for clarification.

ACKNOWLEDGMENT OF JUSTDO'S PROPRIETARY RIGHTS

A. Copyright and Proprietary Nature: Customer expressly acknowledges and agrees that:

- (i) JustDo is a copyrighted work owned exclusively by JustDo, Inc.
- (ii) All rights, title, and interest in and to JustDo, including all associated intellectual property rights, are and will remain with JustDo, Inc.
- (iii) JustDo is proprietary software and is **not** Open Source software, despite any public accessibility of portions of its source code.

B. Public Repositories: Customer understands that:

- (a) The presence of JustDo source code in public repositories (such as GitHub) or other publicly accessible locations does not imply any open-source licensing or public domain status.
- (b) Such public accessibility is solely for transparency, collaboration, or other purposes as determined by JustDo, Inc., and does not grant any rights beyond those explicitly stated in this Agreement.

C. No Implied Rights: Customer agrees that:

- (a) No ownership rights are transferred to Customer under this Agreement.
- (b) Any rights not expressly granted herein are reserved by JustDo, Inc.
- (c) Customer shall not claim or assert any proprietary rights in JustDo or any Derivative Works thereof, except as expressly permitted in this Agreement.
- (d) The rights granted under this license are subject to revocation or modification by JustDo in accordance with the terms of this Agreement.

INTELLECTUAL PROPERTY NOTICES AND PATENT RIGHTS

1. **General IP Notice:** The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.
2. **Patent Notice:** The JustDo SDK incorporates technology protected by U.S. Patent Application Publication No. US20230045641A1. Use of the JustDo SDK is subject to the patent rights of JustDo in this technology.

3. **License Grant for Patented Technology:** Subject to the terms and conditions of this Agreement, JustDo grants to Customer a non-exclusive, non-transferable license to use the patented technology embodied in the JustDo SDK solely in conjunction with the Licensed Software and in compliance with this Agreement.
4. **Restrictions:** Customer shall not:
 - (a) Use the patented technology for any purpose other than as expressly permitted in this Agreement.
 - (b) Attempt to reverse engineer, decompile, or otherwise derive the underlying methods and processes covered by the patent.
 - (c) Develop, create, or assist in the creation of any technology that may infringe upon the cited patent.
5. **No Other Rights:** Except as expressly stated in this Agreement, no license or right is granted to Customer directly or by implication, inducement, estoppel, or otherwise. JustDo reserves all rights not expressly granted to Customer.
6. **Third-Party Notifications:** Customer agrees to include all applicable patent and copyright notices in any products or services that incorporate the JustDo SDK.
7. **Survival:** The obligations in this section shall survive the termination or expiration of this Agreement.
8. **Enforcement:** JustDo reserves the right to enforce its patent rights against any unauthorized use, reproduction, or distribution of the patented technology.

GENERAL TERMS AND CONDITIONS

1. Definitions –

1.1 "JustDo" refers to JustDo, Inc.

1.2 "Customer" refers to any individual, entity, or organization that:

- (a) Directly licenses the Licensed Software from JustDo for use, modification, or integration into their own products, services, or internal systems;
- (b) Creates Derivative Works based on the Licensed Software, whether for distribution or internal use;
- (c) Distributes the Licensed Software or Derivative Works, whether as a standalone product, integrated solution, or SaaS offering;
- (d) Downloads, clones, or copies any portion of the Licensed Software's code from any source, including but not limited to public repositories (e.g., GitHub), JustDo's website, or any other distribution channel;
- (e) Modifies, compiles, or creates Derivative Works based on any part of the Licensed Software's code, whether for commercial, non-commercial, or internal use.

For the avoidance of doubt, "Customer" includes but is not limited to:

- (a) Distributors who distribute the Licensed Software as is or create and distribute Derivative Works based on the Licensed Software;
- (b) Individual, entity, or organization who use the Licensed Software or create Derivative Works solely for their own internal purposes, without any intention of distribution.

However, "Customer" does not include:

- (a) End-users of JustDo's commercial SaaS offerings or other fully-managed services where

the user does not have direct access to, or ability to modify, the Licensed Software's code. This includes, but is not limited to, users of JustDo's SaaS applications on justdo.com, unless such users fall under the definition of "Customer" as specified above;

- (b) End-users of products or services developed by another Customer using the Licensed Software, unless such end-users fall under the definition of "Customer" as specified above;
- (c) Users of SaaS applications developed by another Customer using the Licensed Software, unless such users fall under the definition of "Customer" as specified above;
- (d) Individuals who merely view the Licensed Software's code in public repositories without downloading, copying, or interacting with it in any way.

1.3 "Licensed Software" means:

- (a) The source-available software developed by JustDo, in whole or in part, including but not limited to:
 - i. The main JustDo software application;
 - ii. Any individual modules, packages, libraries, or components thereof;
 - iii. Any optional or add-on packages or extensions;
 - iv. All web applications, mobile applications, desktop applications, and server-side components, including but not limited to APIs and backend services;
 - v. Any subset or portion of the above;
- (b) All of the above in both object code and source code forms, including all updates, modifications, and documentation provided by JustDo, whether accessible via public repositories or not;

- (c) Any pre-shipped versions of the software, or any part thereof, with or without, limited functionality or user restrictions;
- (d) Any closed-source components, whether in readable or obfuscated form, that JustDo may provide to Customer on a case-by-case basis;
- (e) Any associated libraries, APIs, or other software components necessary for the operation of the software or any part thereof;
- (f) All updates, patches, and modifications to any of the above;
- (g) Any of the above when used, incorporated, or integrated into other software projects or applications, whether in whole or in part.
- (h) Any Derivative Works created by Customers based on any of the above, to the extent that such Derivative Works incorporate, depend on, or interact with any part of the Licensed Software as defined in points (a) through (g).
- (i) For the purposes of determining Customer status and licensing requirements, any software, application, or service that incorporates, is derived from, or is based on the Licensed Software (as defined in points (a) through (h)) shall be treated as part of the Licensed Software, regardless of the extent of modification or addition by the Customer.

For the avoidance of doubt, in all clauses of this Agreement that refer to the Licensed Software in the context of use, distribution, or access by end-users or third parties, such references shall be interpreted to include both the Licensed Software as defined in points (a) through (g) and any Derivative Works based on it as defined in point (h).

- 1.4 "Software-as-a-Service" or "SaaS" means a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted and managed by JustDo or the Customer. SaaS allows users to access and use the software via a network (typically the Internet) using various client devices, without the need for users to install and run the software on their own computers or infrastructure. In the context of this Agreement, offering the Licensed Software as SaaS refers to any deployment where the Customer hosts and manages the Licensed Software to provide services to multiple end-users over a network.
- 1.5 "License Key" means the security code owned and controlled by JustDo that is intended to render the Licensed Software operational. This includes any mechanism, whether visible or hidden, that controls access to or functionality of the Licensed Software. Each License Key code embeds within it, at a minimum:
 - (a) The number of licensed users permitted under the key;
 - (b) The specific Domain to which the licenses are bound;
 - (c) The expiration date of the license;
 - (d) Any other information deemed necessary by JustDo for proper license management and enforcement.

- 1.6 "Derivative Work" means any software that incorporates or contains modifications to any part of the Licensed Software.
- 1.7 "Purchase Order" means JustDo's standard price quote, purchase order, order form, or purchase confirmation.
- 1.8 "Domain" means a unique identifier for a network or device, including but not limited to:
 - (a) A domain name registered with a domain name registrar;
 - (b) A hostname within a network;
 - (c) An Internet Protocol (IP) address assigned to a server, computer, or other networked device;
 - (d) Any other unique identifier used to designate a specific network or device, whether accessible from the public Internet or limited to a private intranet.
- 1.9 "Localhost" means:
 - (a) The standard hostname given to the address of the loopback network interface of a device;
 - (b) Typically resolves to the IP address 127.0.0.1 in IPv4, or ::1 in IPv6;
 - (c) Refers to the current device or computer being used, allowing it to access network services running on itself;
- 1.10 "Contribution" means any code, documentation, or other original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by Customer to JustDo for inclusion in, or documentation of, the Licensed Software.

2. License Grant, Usage Rights and Restrictions –

2.1 Licensing Requirement

- (a) Any use of the Licensed Software, including any part of its code, for purposes other than those strictly defined under Section 2.3 requires the acquisition of valid licenses from JustDo.
- (b) The requirement for a valid license applies even when using individual components, modules, or packages of the Licensed Software separately, regardless of whether these parts require a License Key to function technically.
- (c) Customer acknowledges and agrees that the absence of a technical requirement for a License Key in certain components does not alleviate the legal obligation to acquire and maintain a valid license for their use.
- (d) The number of licenses acquired must correspond to the number of users accessing or benefiting from the Licensed Software or any of its components, whether used in whole or in part.
- (e) Customer must ensure that each end-user or SaaS user accessing or benefiting from the Licensed Software or any of its components, whether directly or indirectly, is properly licensed through a valid License Key provided by JustDo. This requirement applies to all forms of distribution, including standalone products, integrated solutions, and SaaS offerings.

- (f) The number of users and duration of use must not exceed the limits specified in the License Key.
- (g) All licenses must remain valid and non-expired for continued use of the Licensed Software or any of its components. Use of expired licenses, use beyond the scope of acquired licenses, or use of any part of the Licensed Software without a valid license constitutes a material breach of this Agreement.
- (h) Licenses are bound to a specific Domain and are non-transferable to other Domains without explicit written permission from JustDo.
- (i) Within the same Domain, licenses may be transferred between users, provided that: (i) The original user's access is fully deactivated before the transfer. (ii) The total number of active users does not exceed the number of licenses purchased.
- (j) JustDo may, at its sole discretion, provide free licenses for non-profit organizations and academic institutions on a case-by-case basis. Such arrangements must be explicitly agreed upon in writing by JustDo.
- (k) Any use of the Licensed Software without a valid License Key, in excess of the limitations set by the License Key, or in violation of the prohibitions in Section 2.10 (Prohibited Actions), regardless of the reason (including software bugs, errors, or successful circumvention of security measures), constitutes a material breach of this Agreement. Customer agrees to promptly notify JustDo of any such unauthorized use, attempt at unauthorized use, or known vulnerability that could lead to unauthorized use, and to immediately cease using the Licensed Software in this manner.

2.2 License Grant

Subject to strict compliance with the Licensing Requirements set forth in Section 2.1, JustDo grants Customer a non-exclusive, non-transferable license to:

- (a) Use, copy, modify, and create Derivative Works based on the Licensed Software, subject to the conditions specified in Section 2.4;
- (b) Distribute the Licensed Software and any Derivative Works to end-users, either as a standalone product or as part of a larger solution, provided that each end-user is properly licensed as specified in Section 2.1;
- (c) Offer the Licensed Software and any Derivative Works as a Software-as-a-Service (SaaS) application, ensuring that each SaaS user is properly licensed as specified in Section 2.1.

Customer may not grant to any third party rights to the Licensed Software that exceed or conflict with the rights granted to Customer under this Agreement. Any attempt to do so will be considered a material breach of this Agreement.

This license grant is expressly conditioned upon Customer's ongoing compliance with all terms of this Agreement, including but not limited to the Licensing Requirements. Any use, distribution, or offering of the Licensed Software or Derivative Works in violation of the Licensing Requirements or any other term of this Agreement shall be considered a material breach and will automatically terminate this license grant.

Customer is responsible for ensuring that any distribution or offering of the Licensed Software or Derivative Works complies with all applicable laws and regulations.

For the avoidance of doubt:

- (1) This license does not grant any ownership rights in the Licensed Software to Customer.
- (2) Any rights not expressly granted herein are reserved by JustDo.
- (3) The rights granted under this license are subject to revocation or modification by JustDo in accordance with the terms of this Agreement.

2.3 Evaluating JustDo:

- (a) JustDo grants Customer a limited license to use the Licensed Software for evaluation purposes under the following strict conditions:
 - (i) The software must be run exclusively on localhost (127.0.0.1 or ::1).
 - (ii) A small number of user accounts (as specified in the software or accompanying documentation) may be created for evaluation purposes.
 - (iii) Access to the software must be restricted to the local machine only and must not be made available over a network or the internet.
- (b) This evaluation license is intended for use by a single evaluator or a small team within an organization to assess the software's features and functionality on a local development environment. It is not intended for production use, networked environments, extended trials by large teams, or any commercial purpose.
- (c) Any attempt to use the software outside of localhost conditions, including but not limited to deploying on a server accessible from other machines or over the internet, is strictly prohibited under this evaluation license.
- (d) JustDo reserves the right to modify the number of permitted user accounts, localhost restrictions, or other limitations of the evaluation license at any time. Users are encouraged to check the current evaluation license terms regularly.
- (e) Any use beyond the scope of this localhost-restricted evaluation license, including but not limited to use in a production environment, networked deployment, public-facing applications, or any use outside of localhost, requires the acquisition of a commercial License Key or purchase of a commercial license.

2.4 Modifications and Derivative Works

1. **Permitted Modifications:** Subject to compliance with the Licensing Requirements, Customer may modify the Licensed Software and create Derivative Works for the purpose of:
 - (a) Customizing the Licensed Software for specific client needs;
 - (b) Extending the functionality of the Licensed Software;
 - (c) Fixing bugs or addressing compatibility issues;
 - (d) Integrating the Licensed Software with other systems or services.
2. **Ownership of Modifications and Derivative Works:**
 - (a) Any original code, modules, or packages created by Customer and added to the Licensed Software shall be owned by Customer.
 - (b) JustDo retains full ownership of the Licensed Software, including all pre-existing code, even when it is incorporated into a Derivative Work.
 - (c) In Derivative Works, ownership is divided: Customer owns only their original contributions, while JustDo retains ownership of all pre-existing parts of the Licensed Software.
 - (d) The use, distribution, or commercialization of any Derivative Work is subject to the licensing terms of this Agreement, regardless of the extent of Customer's modifications or additions.
3. **Persistent Derivation:** Regardless of the extent of modifications or the creation of Derivative Works by Customer (even if every component has been altered or replaced), the resulting software shall still be considered as derived from the Licensed Software for the purposes of this Agreement.
4. **"Ship of Theseus" Principle:** This principle, sometimes referred to as the "Ship of Theseus" scenario in intellectual property contexts, means that the need for proper licensing from JustDo persists regardless of the degree of modification.

2.5 Intellectual Property Ownership and Persistent Licensing Requirement

- (a) JustDo retains all right, title, and interest in and to the Licensed Software, including all intellectual property rights.
- (b) The licensing requirements specified in this Agreement apply to all versions, modifications, and Derivative Works of the Licensed Software, no matter how extensively they have been altered from the original Licensed Software.
- (c) Even if every individual component of the Licensed Software has been modified or replaced, the resulting software is still subject to the licensing terms of this Agreement.

- (d) The requirement for end-users or SaaS users to be properly licensed through valid License Keys provided by JustDo continues to apply to all versions, modifications, and Derivative Works of the Licensed Software.
- (e) Customer shall not attempt to circumvent the licensing requirements by claiming that extensive modifications negate the need for proper licensing from JustDo.
- (f) Customer acknowledges and agrees that these persistent licensing requirements are a fundamental part of this Agreement and are essential to protecting JustDo's intellectual property rights.

2.6 Distribution and Code Sharing Restrictions

- (a) **Permitted Distribution:** Customer is allowed to distribute JustDo as a software product or service, including but not limited to:
 - (i) Offering JustDo as a Software-as-a-Service (SaaS) application, as specified in Section 2.2.
 - (ii) Installing and configuring JustDo for on-premise use by end-users.
 - (iii) Integrating JustDo into a larger software solution offered to end-users.

In all cases, all the licensing requirements set forth in Section 2.1 must be strictly adhered to.

- (b) **Prohibited Code Distribution:** Customer shall not distribute, disclose, make available, or publish in any form:
 - (i) The source code of JustDo, whether in its original form or as modified by Customer.
 - (ii) Any Derivative Works based on JustDo's source code.
 - (iii) Any code received from JustDo, regardless of whether or not it is publicly available in the source-available repositories.
 - (iv) Any documentation, notes, or materials that would enable a third party to reconstruct or deduce the source code of JustDo.
- (c) **Specific Prohibitions:** Without limiting the generality of the above, Customer specifically agrees not to:
 - (i) Create public repositories containing JustDo's source code or any modifications thereof.
 - (ii) Create private repositories containing JustDo's source code or any modifications thereof, except as necessary for internal development purposes by Customer's authorized employees or contractors.
 - (iii) Share, through any means, the source code or any portions thereof with any third parties.
 - (iv) Publish any code that would reveal the internal workings or proprietary algorithms of JustDo.
- (d) **Permitted Internal Use:** Customer may create and maintain private repositories containing

JustDo's source code or modifications thereof, provided that:

- (i) Access to such repositories is strictly limited to Customer's employees and contractors who have a need to access the code for the purposes permitted under this Agreement.
 - (ii) All individuals with access to these repositories are bound by confidentiality agreements that protect JustDo's intellectual property at least as stringently as this Agreement.
 - (iii) Customer implements and maintains appropriate security measures to prevent unauthorized access to or distribution of the code in these repositories.
 - (iv) The repositories are used solely for the purpose of developing and maintaining Derivative Works as permitted under this Agreement.
- (e) **Responsibility for Repositories:** Customer is fully responsible for ensuring that any private repositories containing JustDo's source code or modifications thereof are managed in compliance with this Agreement. Customer shall maintain logs of access to these repositories and make these logs available to JustDo upon request as part of any audit conducted under Section 2.9.
- (f) **Notification of Unauthorized Distribution:** Customer agrees to promptly notify JustDo if it becomes aware of any unauthorized distribution or disclosure of JustDo's source code.
- (g) **Exception for GitHub Usage:** Notwithstanding the above restrictions, limited use of GitHub's fork functionality is permitted as specified in section 2.8 of this Agreement.
- (h) **Survival:** These restrictions on code distribution shall survive the termination or expiration of this Agreement.

2.7 Mobile App Code and Additional Restrictions

1. Definition and Scope:

- (a) The term "Mobile App Code" refers to any subset or portion of the Licensed Software specifically developed for use on mobile devices (e.g., iOS and Android), including any mobile-specific libraries, build scripts, resources, or configuration files, as well as any UI components or functionality unique to the mobile application.
- (b) Any reference to the Licensed Software in this Agreement is deemed to include the Mobile App Code, except where stated otherwise.

2. Purpose of Code Disclosure:

- (a) JustDo may make the Mobile App Code available, in whole or in part, for the purpose of transparency, security audits, collaboration with trusted partners, or other mutually agreed-upon reasons.

- (b) Such disclosure does not grant any rights to publicly release, distribute, or publish a modified version of the Mobile App Code in an app store or any other marketplace without JustDo's explicit prior written consent.

3. No Competing App Release: Prohibition on Independent Store Releases:

Customer (including its employees, contractors, or any third parties acting on Customer's behalf) is strictly prohibited from:

- (a) Submitting or publishing any derivative of the Mobile App Code (whether rebranded or not) to any mobile app store (including but not limited to the Apple App Store or Google Play) without explicit prior written permission from JustDo.
- (b) Offering or making available any derivative of the Mobile App Code to the public in a manner that competes with or could reasonably be seen as substituting for JustDo's official app.

4. **Use of JustDo Trademarks:** Customer is prohibited from using any JustDo trademark, logo, or branding (including the name "JustDo") on any derivative mobile application or otherwise, except as expressly authorized in writing by JustDo. Refer also to JustDo's Trademark Policy at <https://justdo.com/trademark-policy>.

5. **No "White-Label" or "Pro" Versions:** Customer shall not create or market any "white-label" or alternative "pro" versions of JustDo's mobile app that could mislead end-users to believe it is an official JustDo product or an authorized, fully independent version of JustDo's application.

6. Additional Compliance Requirements:

- (a) All restrictions in Section 2.6 (Distribution and Code Sharing Restrictions) and Section 2.10 (Prohibited Actions) shall apply in full force to the Mobile App Code.
- (b) Any breach of these restrictions, including unauthorized releases or attempts to circumvent code protections, constitutes a material breach of this Agreement and triggers immediate termination of the license (in addition to any other legal remedies available).

7. Trademark Protection and Enforcement:

- (a) JustDo owns the trademark rights to "JustDo" and any related marks, logos, or brand identifiers (the "JustDo Marks"). Customer agrees to comply with all guidelines set forth in JustDo's Trademark Policy.
- (b) Unauthorized use of the JustDo Marks, including any confusingly similar names or branding, is strictly prohibited and may result in immediate termination of this Agreement.
- (c) Nothing in this Agreement shall be construed as granting Customer any right, title, or license to the JustDo Marks, except as explicitly set forth herein or in JustDo's Trademark Policy.

8. Reservation of Rights:

- (a) JustDo reserves the right to revoke or amend any access to the Mobile App Code at any time, for any reason, including but not limited to suspected misuse, security concerns, or breaches of this Agreement.
- (b) All other rights not expressly granted in this section remain reserved by JustDo.

2.8 GitHub Usage and Forking

- (a) **GitHub Fork Functionality:** Notwithstanding the restrictions on forking and distribution in Section 2.6, Customer is permitted to use GitHub's "fork" functionality specifically for the purpose of contributing to the official JustDo repository, subject to the following conditions:
 - (i) The fork must be created directly from JustDo's official GitHub repository.
 - (ii) The fork must be used solely for the purpose of creating pull requests to contribute back to the official JustDo repository.
 - (iii) The fork must not be used to create a separate, standalone project or to distribute modified versions of the Licensed Software outside of the official contribution process.
 - (iv) Customer must not modify the README.md file, LICENSE file, or any other files containing attribution or licensing information in their fork.
 - (v) Customer must ensure that any changes made in the fork comply with all other terms of this Agreement.
- (b) **Pull Requests and Contributions:** Customer may submit pull requests to the official JustDo repository using their GitHub fork. These pull requests will be reviewed and may be incorporated at the discretion of JustDo's maintainers. All contributions made through pull requests are subject to the terms outlined in the 'Intellectual Property Rights and Contributions' section 6. of this Agreement. By submitting a pull request, Customer agrees to the terms of contribution as specified in that section.
- (c) **No Other Distribution:** This exception for GitHub forking does not grant any rights to distribute the Licensed Software or any modifications thereof through any other means or platforms.
- (d) **Removal of Forks:** JustDo reserves the right to request the removal of any GitHub forks that do not comply with these terms or that are no longer actively being used for contributions.
- (e) **Changes to GitHub Policies:** Customer acknowledges that GitHub's policies and functionalities may change over time. In the event of any conflict between GitHub's policies and this Agreement, the terms of this Agreement shall prevail.

2.9 Reporting and Audit Rights

- (a) **Usage Reporting:** Customer agrees to provide JustDo with regular reports on the distribution and usage of the Licensed Software, including the number of end-users or SaaS users, in a format and frequency to be agreed upon by both parties.
- (b) **Audit Rights:** JustDo reserves the right to audit Customer's use, distribution, and modification of the Licensed Software to ensure compliance with this Agreement. Such audits will be conducted with reasonable notice and in a manner that does not unreasonably interfere with Customer's business operations.
- (c) **Automatic Usage Reporting:**
 - (i) The Licensed Software includes an automatic reporting mechanism that periodically collects and transmits to JustDo: Usage statistics and metrics and Email addresses of super site administrators ("Administrator Emails").
 - (ii) This data collection serves the following purposes:
 - Improving the Licensed Software and associated services
 - Managing and validating licenses
 - Providing customer support
 - Analyzing usage patterns in aggregate form
 - (iii) No personal information other than Administrator Emails is collected or transmitted as part of this automatic reporting.
 - (iv) Customer may opt out of this automatic data collection, including the transmission of Administrator Emails, through the software's configuration settings. Such opt-out will not affect the core functionality of the Licensed Software.
 - (v) JustDo commits to processing all collected data in compliance with applicable data protection laws and regulations.
- (d) **Alternative Reporting Requirements:**
 - (i) In cases where automatic usage reporting is not possible (such as in air-gapped environments) or where Customer has opted out, Customer remains obligated to:
 - Comply with the Usage Reporting requirements specified in section Usage Reporting.
 - Submit to Audit Rights as specified in section Audit Rights.
 - Maintain compliance with all licensing and usage limits.
 - (ii) For on-premise installations without internet access, Customer agrees to cooperate with JustDo in establishing alternative means of providing necessary usage data, consistent with Customer's security requirements and applicable privacy protections.

2.10 Prohibited Actions

Customer shall not, and shall not allow any third party to:

- (a) Attempt to circumvent, disable, or otherwise interfere with any security or licensing mechanism within the Licensed Software, including but not limited to the License Key system or any other access control mechanisms, regardless of whether such mechanisms are visible or hidden;
- (b) Attempt to reverse engineer, decompile, de-obfuscate, or derive the original source code of any components of the Licensed Software that are provided in closed source, minified, or obfuscated form. Customer acknowledges that these components are the proprietary property of JustDo.
- (c) Remove, alter, or obscure any proprietary notices (including copyright notices) of JustDo or its licensors in the Licensed Software;
- (d) Use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (e) Engage in any other activity that JustDo reasonably determines to be harmful to the Licensed Software, JustDo's business, or JustDo's customers.
- (f) Engage in any of the prohibited uses specified in Section 3. Compliance, Prohibited Uses, and Export Control.

3. Compliance, Prohibited Uses, and Export Control –

1. **Compliance with Laws:** Customer agrees to comply with all applicable local, state, national, and international laws and regulations in using the Licensed Software.
2. **Prohibited Uses:** Customer shall not use the Licensed Software for any unlawful or prohibited purpose. Specifically, Customer shall not use the Licensed Software to:
 - (a) Violate any local, state, national, or international law or regulation;
 - (b) Infringe upon or violate the intellectual property rights or any other rights of others;
 - (c) Transmit any material that is unlawful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
 - (d) Interfere with or disrupt networks connected to the Licensed Software;
 - (e) Attempt to gain unauthorized access to any services, user accounts, computer systems, or networks connected to the Licensed Software;
 - (f) Engage in any activity that could reasonably be construed as market manipulation or fraud.
3. **Sanctioned Countries:** Customer shall not download, use, export, or re-export the Licensed Software to any country to which the United States,

European Union, or United Nations has embargoed goods or has otherwise applied sanctions ("Sanctioned Countries"). Customer represents and warrants that it is not located in, under the control of, or a national or resident of any Sanctioned Country or any country listed on any applicable sanctions list.

4. **Export Control:** Customer acknowledges that the Licensed Software may be subject to export control laws and regulations. Customer shall comply with all domestic and international export laws and regulations that apply to the Licensed Software. These laws include restrictions on destinations, end-users, and end-use.
5. **Responsibility and Termination:** Customer is solely responsible for ensuring that its use of the Licensed Software complies with all applicable laws and regulations, including but not limited to those mentioned in this section. JustDo reserves the right to terminate this Agreement immediately if it has reason to believe that Customer has violated any of these prohibitions, export control laws, or any other applicable laws and regulations.

4. Disclaimer of Warranties and Limitation of Liability –

- 4.1 **Sophisticated Customer Acknowledgment:** Customer acknowledges and agrees that it is a sophisticated user of software products with the technical expertise to evaluate the risks and benefits of using the Licensed Software. Customer understands that it is solely responsible for determining the appropriateness of using or redistributing the Licensed Software and assumes all risks associated with its exercise of rights under this Agreement.
- 4.2 **"As Is" Basis:** THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. JUSTDO SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, OR COMPLETENESS.
- 4.3 **No Warranty of Performance or Results:** JustDo does not warrant that the Licensed Software will meet Customer's requirements, operate without interruption, achieve any intended result, be compatible with any other software or system, or be secure, accurate, complete, free of harmful code, or error-free.
- 4.4 **Customer Responsibilities:** Customer is solely responsible for:
 - (a) Auditing the Licensed Software's code and security
 - (b) Implementing appropriate security measures
 - (c) Creating and maintaining backups of its data and systems
 - (d) Testing the Licensed Software thoroughly before any deployment or use in a production environment

- (e) Monitoring and managing the performance and results obtained from the Licensed Software

4.5 Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JUSTDO OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF JUSTDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.6 Cap on Liability: IN ANY CASE, JUSTDO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE LICENSED SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

4.7 Essential Purpose: The limitations of damages set forth above are fundamental elements of the basis of the bargain between JustDo and Customer. Customer acknowledges that JustDo would not be able to provide the Licensed Software without such limitations.

4.8 No Responsibility for Third-Party Components: JustDo is not responsible for any third-party components or libraries that may be included in or used in conjunction with the Licensed Software. Customer is responsible for complying with any licenses or terms associated with such third-party components.

4.9 Indemnification: Customer agrees to indemnify, defend, and hold harmless JustDo and its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to Customer's use or misuse of the Licensed Software, violation of this Agreement, or infringement by Customer of any intellectual property or other right of any person or entity.

4.10 Survival: The provisions of this section shall survive the termination or expiration of this Agreement.

5. Updates and Self-Support –

5.1 Nature of the License: Customer acknowledges that the license fee primarily covers the right to use JustDo's intellectual property. The license does not include maintenance, support, or consulting services unless explicitly specified in the Purchase Order.

5.2 Updates:

- (a) JustDo may, at its sole discretion, provide updates to the Licensed Software.

- (b) If provided, minor updates and patches will be made available to Customer at no additional cost during the term of the license.
- (c) Major releases, as determined by JustDo, may require relicensing for upgrading. This means:
 - (i) Customers may need to purchase a new license or pay an upgrade fee to access major new versions of the Licensed Software.
 - (ii) The decision on what constitutes a major release requiring relicensing is at JustDo's sole discretion.
 - (iii) Customers will be notified of any major releases and associated relicensing requirements.
 - (iv) Customers may choose to continue using their current version under the existing license terms if they do not wish to upgrade to a major release requiring relicensing.
- (d) JustDo will provide reasonable notice of any upcoming major releases and associated relicensing requirements.

5.3 Self-Support: As acknowledged in the "Sophisticated Customer Acknowledgment" (Section 4.1), Customer is expected to possess the technical expertise necessary to understand, use, and maintain the Licensed Software. This includes the ability to read, understand, and modify the source code as needed for Customer's specific use cases. The self-support nature of this license aligns with the Customer's acknowledged sophistication in software usage and development.

5.4 Community Resources:

- (a) JustDo may maintain community forums, community documentation (Wiki), or other publicly available resources. Customer is encouraged to utilize these resources for general guidance and peer support.
- (b) JustDo provides these platforms solely to facilitate discussions and knowledge sharing among users of the Licensed Software for the benefit of the community.
- (c) Customer acknowledges and agrees that:
 - (i) JustDo does not take responsibility for the accuracy, completeness, or reliability of any information or advice provided in these community resources.
 - (ii) Contributions to these resources are made by community members and do not necessarily represent JustDo's views or recommendations.
 - (iii) JustDo is not obligated to monitor, moderate, or maintain these community resources.
 - (iv) Use of any information or guidance obtained from these community resources is at Customer's own risk.
- (d) JustDo reserves the right to modify, suspend, or discontinue any community resources at its sole discretion, without notice or liability to Customer.

5.5 **No Guaranteed Support:** JustDo does not guarantee any level of technical support, bug fixes, or feature requests as part of the standard license. Customer is responsible for addressing any issues they encounter with the Licensed Software.

5.6 **Optional Support Services:** If Customer requires professional support, consulting, or custom development services, these may be available for additional fees, subject to a separate agreement. Any such services are not part of this License Agreement and must be negotiated separately.

5.7 **Third-Party Support:** Customer may engage third-party developers or support providers to assist with the use, modification, or maintenance of the Licensed Software. JustDo bears no responsibility for the actions or advice of any third-party support providers.

5.8 **Feedback:** While not obligated to do so, Customer is encouraged to provide feedback, including bug reports and feature requests, to JustDo. JustDo may, at its discretion, incorporate this feedback into future updates of the Licensed Software.

6. Intellectual Property Rights and Contributions –

6.1 Contributions to JustDo:

- (a) **Ownership of Contributions:** By submitting a Contribution to JustDo, Customer agrees that the ownership of such Contribution shall transfer to JustDo. JustDo shall have the right to use, modify, distribute, and sublicense the Contribution as part of the Licensed Software without restriction.
- (b) **License Grant:** To the extent that any Contribution cannot be assigned, Customer grants JustDo a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, modify, distribute, and sublicense the Contribution in any manner JustDo sees fit.
- (c) **Representation:** Customer represents that it has the legal right to assign or license the Contribution as described above.
- (d) **No Obligation:** JustDo is under no obligation to accept or incorporate any Contribution submitted by Customer.

6.2 **Community Contributions:** The terms in section 6.1 also apply to any contributions made by members of the wider community who are not directly covered by this Agreement. JustDo shall maintain appropriate contribution guidelines to ensure that all contributors understand and agree to these terms.

6.3 **No Compensation:** Customer understands and agrees that JustDo is not obligated to provide any compensation for Contributions.

6.4 **Attribution:** While not obligated to do so, JustDo may, at its discretion, provide attribution to Customer for significant Contributions in the documentation or other materials related to the Licensed Software.

6.5 **Feedback:** Any feedback, suggestions, or ideas provided by Customer regarding the Licensed

Software may be freely used by JustDo without any obligation to Customer.

6.6 **Third-Party Code:** Customer shall not knowingly submit Contributions that include third-party code or materials without appropriate rights or licenses.

7. Confidentiality –

7.1 Definition of Confidential Information:

"Confidential Information" means any non-public information disclosed by JustDo to Customer that is not available in JustDo's public source-available repositories. This includes, but is not limited to:

- (a) Any source code, algorithms, or technical data not publicly released as part of the source-available offering
- (b) Proprietary build processes or deployment methodologies
- (c) Unreleased product plans or roadmaps
- (d) Business strategies and financial information
- (e) Any other information explicitly marked as confidential

7.2 **Exclusions:** Information will not be deemed Confidential Information if it:

- (a) Is or becomes part of JustDo's public source-available repositories
- (b) Is or becomes publicly known through no fault of Customer
- (c) Was known to Customer before receipt from JustDo
- (d) Is rightfully received by Customer from a third party without a duty of confidentiality
- (e) Is independently developed by Customer without use of the Confidential Information

7.3 **Confidentiality Obligations:** For information that qualifies as Confidential Information under this Agreement, Customer agrees to:

- (a) Maintain its confidentiality with at least the same degree of care that it uses to protect its own confidential information, but no less than a reasonable degree of care
- (b) Not disclose it to any person or entity outside its organization, except as expressly authorized by this Agreement or with JustDo's prior written consent
- (c) Limit access to employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement
- (d) Not use it for any purpose outside the scope of this Agreement without JustDo's prior written consent

7.4 **Permitted Disclosures:** Customer may disclose Confidential Information if required by law, regulation, or valid order of a court or other governmental body, provided that Customer gives JustDo prompt written notice of such requirement to allow JustDo to seek a protective order or other appropriate remedy.

7.5 Protection of Non-Public Components: Customer acknowledges that any components of the Licensed Software not available in public repositories contain valuable trade secrets and proprietary information of JustDo. Accordingly, Customer agrees to:

- (a) Not modify, reverse engineer, decompile, create derivative works, or disassemble these components except as expressly permitted by this Agreement
- (b) Implement and maintain appropriate security measures to safeguard these components from unauthorized access, use, or disclosure

7.6 Return or Destruction: Upon termination of this Agreement or upon JustDo's request, Customer shall promptly return or destroy all Confidential Information and any copies thereof, except as otherwise required by law or as necessary to comply with this Agreement.

7.7 Injunctive Relief: Customer acknowledges that any breach of its confidentiality obligations may cause irreparable harm to JustDo for which monetary damages would be an inadequate remedy. Accordingly, JustDo will be entitled to seek injunctive relief in addition to any other remedies available to it.

7.8 Duration: The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement.

7.9 Public Repositories: For the avoidance of doubt, any information available in JustDo's public source-available repositories is not subject to the confidentiality obligations outlined in this section.

8. Mailing List and Updates

8.1 Upon first use of the Licensed Software, Customer may be given the option to join JustDo's mailing list for important updates regarding the Licensed Software and changes to this Agreement. Subscription to this mailing list is entirely voluntary and not a condition of using the Licensed Software. Customer may unsubscribe from this mailing list at any time.

8.2 Customer can request to join the mailing list or update their email address at any time by sending a message via the form at <https://justdo.com/contact>.

8.3 If Customer chooses not to join the mailing list, subsequently unsubscribes from it, or if the option to join the mailing list was not presented for any reason, it becomes Customer's sole responsibility to regularly check for updates to this Agreement and the Licensed Software. The absence of an option to join the mailing list does not relieve Customer from this responsibility. Such updates will be posted at <https://justdo.com/source-available-license>.

8.4 Continued use of the Licensed Software constitutes acceptance of the most current version of this Agreement, regardless of whether Customer has actively reviewed it, received direct notification of changes, or was given the option to join the mailing list.

8.5 JustDo reserves the right to modify this Agreement at any time. While JustDo will make reasonable efforts to publicize significant changes, it is ultimately Customer's responsibility to stay informed about the current terms of this Agreement, regardless of their mailing list subscription status.

8.6 Customer acknowledges that failure to review updated terms, whether due to not being on the mailing list, not receiving notifications, or any other reason, does not excuse them from compliance with the most current version of the Agreement.

8.7 The official and most up-to-date version of this Agreement will always be available at <https://justdo.com/source-available-license>. Customers are strongly advised to check this link regularly and particularly before any significant use or deployment of the Licensed Software.

9. Payment and License Issuance –

9.1 Customer shall pay all license fees specified in the Purchase Order within thirty (30) days of receipt of an invoice from JustDo.

9.2 A license will be issued only upon receipt of full payment by JustDo.

9.3 All payments must be made in the currency specified in the Purchase Order.

9.4 Payment Fees:

(a) In case of payment via bank transfer, SWIFT, or any other payment method, all associated fees, including but not limited to transfer fees, correspondent bank fees, and any other transaction costs, are the sole responsibility of the Customer.

(b) The amount received by JustDo must equal the full invoice amount. Any shortfall due to bank charges or other fees must be covered by the Customer.

9.5 Until full payment is received, Customer has no rights to use, distribute, or modify the Licensed Software.

9.6 JustDo reserves the right to suspend or terminate access to the Licensed Software if payment is not received within the specified timeframe.

9.7 All fees are non-refundable unless otherwise specified in the Purchase Order or required by applicable law.

9.8 Customer is responsible for all taxes associated with the fees, other than taxes based on JustDo's net income.

10. Term and Termination –

10.1 This Agreement shall remain in effect unless terminated by either party as provided herein.

10.2 JustDo may terminate this Agreement immediately if Customer breaches any material term or condition of this Agreement. Material breaches include, but are not limited to:

- (a) Violation of the licensing requirements specified in Section 2.1.

- (b) Engaging in any prohibited actions as outlined in Section 2.10.
- (c) Failure to comply with the distribution restrictions detailed in Section 2.6.
- (d) Violation of the compliance, prohibited uses, and export control provisions detailed in Section 3.
- (e) Any violation of JustDo's intellectual property rights.

10.3 **No Refunds:** Termination of this Agreement shall not entitle Customer to any refunds of fees paid, unless otherwise required by applicable law.

10.4 Upon termination of this Agreement for any reason:

- (a) Customer must immediately cease all use of the Licensed Software.
- (b) Customer must destroy all copies of the Licensed Software in its possession or control.
- (c) Any licenses granted under this Agreement shall immediately terminate.
- (d) Sections of this Agreement that, by their nature, should survive termination will remain in full force and effect, including but not limited to intellectual property provisions, disclaimers, indemnifications, and limitations of liability.

10.5 Termination of this Agreement does not relieve Customer of any obligations incurred prior to the termination date.

11. Notices –

11.1 All notices under this Agreement must be in writing and will be deemed given:

- (a) When delivered personally;
- (b) When sent by confirmed electronic mail;
- (c) One day after having been sent by commercial overnight courier with written verification of receipt.

11.2 Notices must be addressed as follows:

- (a) If to JustDo: info@justdo.com or to such other address as JustDo may designate in writing.
- (b) If to Customer: to the contact name and address or email address that Customer has provided to JustDo.

11.3 Each party is responsible for ensuring that the other party has its current contact information.

12. Entire Agreement –

12.1 This Agreement represents the entire agreement between JustDo and Customer with respect to Customer's use of the Licensed Software and the related matters set forth in this Agreement.

12.2 This Agreement expressly supersedes:

- (a) Any terms or conditions stated in Customer's purchase order, order documentation, or similar document (whether submitted or executed before or after the start date of Customer's subscription period, if applicable);

- (b) Any online agreement that Customer or Customer's Users may have accepted, or may accept in the future, in the course of using the Licensed Software;
- (c) Any other contemporaneous or prior agreements or commitments regarding the Licensed Software or the other subject matter of this Agreement;
- (d) Any information, representations, or statements made on JustDo's website or in any other marketing materials, to the extent they conflict with the terms of this Agreement.

12.3 In the event of any conflict between the terms of this Agreement and any information presented on JustDo's website or other materials, the terms of this Agreement shall prevail.

12.4 Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties.

13. General Provisions –

13.1 **Language:** This Agreement has been written in the English language, and Customer agrees that the English language version will govern Customer's use of the Licensed Software and the other matters described in this Agreement.

13.2 **Force Majeure:** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions, acts of God, government actions, wars, terrorism, civil unrest, or natural disasters).

13.3 **Third-Party Components:** The Licensed Software include third-party components, some of which may be open source software ("Third-Party Components"). JustDo claims ownership only over its specific modifications and enhancements to these Third-Party Components, as well as any original code developed by JustDo that interacts with or builds upon these components. The original portions of Third-Party Components remain subject to their respective licenses.

13.4 **Governing Law and Jurisdiction:** This Agreement is governed by the internal laws of the State of Delaware, without regard to its conflicts of law rules. Each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Wilmington, Delaware for any dispute arising out of this Agreement.

13.5 **Assignment:**

- (a) Either party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or similar transaction, or to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment.
- (b) Otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance.

(c) This Agreement will bind and benefit the parties, their successors, and their permitted assigns.

13.6 **Independent Contractors:** Each party is an independent contractor to (and may not act on behalf of or bind) the other.

13.7 **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent

necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.8 **Waiver:** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

By using the Licensed Software, Customer agrees to be bound by the terms and conditions of this Agreement.