

End-User License Agreement ("Agreement" or "EULA")

Our EULA was last updated on June 12, 2023.

Please read this End-User License Agreement carefully before clicking the "I Agree" checkbox, downloading or using Application (as defined below).

Article 1 - Interpretation and Definitions

1.1 In addition to the capitalized terms defined above or elsewhere in this Agreement, unless otherwise specifically provided in this Agreement, for the purposes of this Agreement the following capitalized terms shall have the following meaning:

"Agreement" (referred to as either the "Agreement" or "EULA") means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

"Affiliate" means any physical person, company or legal entity that directly or indirectly controls, or is controlled by, or is under common control with either the Company or You (hereinafter referred to as the „Relevant Party“), where "control" means to: (a) own more than 50% of the Relevant Party; or (b) be able to directly or indirectly control the decision-making process within the Relevant Party through any lawful means (e.g., a contract that allows control).

"Application" means the software program provided by the Company downloaded by You through the Company's Website, named Starling Intelligence Desktop Application as described in Appendix 1 to this Agreement – Technical Description of the Software, which is integral part of this Agreement.

"Application Shop" means the Shopify platform through which the Company offers its purchase options of additional Application features and collects payment for said features.

"Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Starling limited liability company Belgrade, Republic of Serbia, with the registered seat at Brodarska 1, 11070 new Belgrade – Belgrade, Republic of Serbia, company ID number 21793264, tax ID number 113044067.

"Company's Website" means <https://www.starlingintelligence.com> or <https://www.starling-app.myshopify.com> through which the Application has been downloaded to your Device.

"Confidential Information" means the following non-public proprietary information of the Company obtained by You in connection with this EULA and/or Application: (a) which is conspicuously marked as confidential; (b) any source code disclosed by the Company to You, whether or not marked as confidential; or (c) information which by its nature should reasonably be considered confidential whether disclosed in writing, electronically, by use of the Application or otherwise.

"Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

"Country" refers to the Republic of Serbia.

"Device" means any device that can access the Application such as, without limitation, a computer, a mobile phone or a digital tablet.

"Third-Party Services" means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application, including the Application Shop.

"You" or "User" means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

- 1.2** In this Agreement, unless the context otherwise admits or requires, words denoting the singular include the plural and vice versa, words denoting persons include physical persons and all kinds of legal entities and the masculine includes the feminine and the neuter and vice versa.

Article 2 - Acknowledgment

- 2.1** By either clicking the "I Agree" checkbox, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" checkbox, do not download and do not use the Application.
- 2.2** This Agreement is a legal document between You and the Company, and it governs your use of the Application made available to You by the Company.
- 2.3** This Agreement is between You and the Company only and not with the Application Shop. Therefore, the Company is solely responsible for the Application and its content. Although the Application Shop is not a party to this Agreement, You are obliged to comply with its terms and conditions during the process of using its services and/or payment processing in connection to the Application thereof.
- 2.4** The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Article 3 - Scope of License

- 3.1** The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.
- 3.2** You may only use the Application on a Device that You own or control in accordance with the terms of this Agreement and, if applicable, pursuant to the Application Shop's terms and conditions.
- 3.3** The license that is granted to You by the Company is solely for your personal or internal business and non-commercial purposes strictly in accordance with the terms and license restrictions in this Agreement.

Article 4 - License Restrictions

Pursuant to this Agreement, You agree not to, and You will not permit others to:

- License, sell, rent, copy, lease, assign, distribute, transmit, host, outsource, disclose, reverse engineer, decompile, disassemble, or modify the Application or otherwise commercially exploit the Application or make the Application available to any third party;

- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

Article 5 - Intellectual Property

- 5.1** The Application, including without limitation any and all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.
- 5.2** The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Application, except if and to the extent required under applicable law.

Article 6 – Open source

Open-source software not owned by the Company is subject to separate license terms, the list of which is available in Appendix 2, which is integral part of this Agreement. The applicable open-source software licenses will not materially or adversely affect Your ability to use the Application pursuant to this Agreement.

Article 7. - Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Article 8 - Upgrades to the Application

- 8.1** The Company may provide patches, bug fixes, updates, upgrades, and other modifications (hereinafter referred to as the “**Upgrades**”) to the features/functionality of the Application during the usage period of the Application.
- 8.2** Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Upgrades, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.
- 8.3** You will choose one of the following release channels for the downloading and updates of the Application:
- Latest/stable: Stable release, no bugs expected, e.g. updates monthly,
 - Beta: Release candidate of stable, but still in bug-fix mode, instabilities are expected to occur. E.g. updates weekly,
 - Alpha: Experimental features, unstable, bleeding edge, typically nightly updates.
- 8.4** You further agree that all Upgrades or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.
- 8.5** Notwithstanding the above-mentioned, the Company may provide additional features to the Application which may be subject to additional fees and subscription requirements.

Article 9 - Maintenance and Support

- 9.1** The Company does not provide any maintenance or support for the download and use of the Application. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

- 9.2** If required by law and upon Your request, the Company may provide You with the information needed to achieve interoperability between the Application and another independently created program, provided You agree to any additional requirements reasonably requested by the Company.
- 9.3** You acknowledge and agree that accessing and downloading the Application or certain Features (as defined below) and Upgrades of the Application, may require an internet connection, for which you are solely responsible. You are solely responsible for payment of all charges related to your internet connection, including but not limited to your internet service provider. The functionality of the Application may be limited depending on the capacity, bandwidth or technical limitations of your internet connection and service. The provision, quality and security of the internet connection is Your responsibility or the responsibility of a third party that provides these services.

Article 10 – Fees

- 10.1** You are using the basic version of Application by agreeing to this EULA. The Application may have additional features, described on the Company's Website, Application and/or Application Shop, which use may be subject to additional fees and charges (hereinafter in the text as: "**Features**").
- 10.2** If you choose to access Features through the Company's website and/or Application Shop, hereby, by clicking the "I agree" checkbox, You agree to pay any associated fees and charges for purchasing and using of said Features as described on the Company's Website, Application and/or Application Shop
- 10.3** By clicking the "I agree" checkbox hereby You agree to waive your right to withdraw from the purchase of Features and acknowledge that You are aware and accept the waiver thereof.
- 10.4** By clicking the "I agree" checkbox hereby You agree that the fees for the Features may be subject to change at any time at Company's sole discretion.
- 10.5** You authorize the Company to charge the Features through Application's Shop for all applicable fees and taxes as described on the Company's Website, Application and/or Application Shop, and you represent and warrant that You are authorized to use the payment method (e.g. credit card, debit card, etc.) for this purpose.
- 10.6** The Features have a validity period as specified on the Company's Website, Application and/or Application Shop after which the validity of Features shall automatically expire and will not be further available for usage thereof. After the expiration of a Feature's validity period, in order to use the Feature(s) for further exploitation, You must access to Company's Website, Application and/or Application Shop for new purchase of Features pursuant to fees and charges applicable at the time of the purchase. Alternatively, such purchase may be initiated by You at any time before expiration of the Feature's validity period, after which the Feature's validity period shall be extended according to the purchased Feature extension option, i.e. added-on to any previous validity period the Feature had remaining before the purchase.
- 10.7** We reserve the right to refuse or cancel Your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Your order or other reasons. We also reserve the right to refuse or cancel Your order if fraud or an unauthorized or illegal transaction is suspected.

11. Confidentiality and Use of Data

- 11.1** You will keep confidential and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party. You shall not use Confidential Information for any purpose other than to use the Application pursuant to its purpose (the “**Purpose**”). You: (a) shall not disclose Confidential Information to any of Your Affiliate, employee or contractor, unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with You with terms no less restrictive than those of this Section and You shall be liable to the Company for any breach of this Section by such persons; and (b) shall not disclose Confidential Information to any other third party without Company’s prior written consent.
- 11.2** Notwithstanding the foregoing, You may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. You shall give the Company prompt notice of any such legal or governmental demand and reasonably cooperate with the Company in any effort to seek a protective order or otherwise to contest such required disclosure, at Company’s expense. Upon the reasonable request of the Company, You will either return, delete or destroy all Confidential Information.
- 11.3.** The Company may access, process and use Your data in connection with Your use of the Application in accordance with applicable privacy and data protection laws and Company’s privacy protection by-laws available at the Company’s Website (<https://starling-llc-public.s3.eu-central-1.amazonaws.com/Privacy+Policy.pdf>), and, hereby, You give Your consent to the Company to collect, process, transfer and/or storage of such data thereof.

Article 12 - Third-Party Services

- 12.1** The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to Third-Party Services or websites.
- 12.2** You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.
- 12.3** You must comply with applicable Third parties' terms of agreement when using the Application. Third-party Services 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.

Article 13 - Term and Termination

- 13.1** This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. Notwithstanding the foregoing, if prior termination notice is required under applicable law, such notice shall be given pursuant to the mandatory required notice period.
- 13.2** This Agreement will terminate immediately, without prior notice from the Company, in the event that You fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device.
- 13.3** Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

- 13.4** Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under this Agreement.

Article 14 - Indemnification

You agree to indemnify and hold the Company and its Affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; (c) violation of any of the Company's intellectual property rights or d) violation of any right(s) of a third party.

Article 15 - No Warranties

- 15.1** The Application is provided to You "AS IS" and "AS AVAILABLE" 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 and service providers, 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.
- 15.2** Without limiting the foregoing, neither the Company nor any of the Company's Affiliates make any representation or warranty of any kind, express or implied: (i) as to the operability or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or validity of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of any viruses, malwares, or other components which may be harmful to Your Device(s) thereof.
- 15.3** Under condition that some jurisdictions do not allow the exclusion of certain types of warranties or limitations based on applicable legal or statutory consumer's rights, therefore some or all of the above exclusions and limitations may not apply to You. In such case(s) the exclusions and limitations set forth in section 12.2. shall be applied to the greatest extent enforceable under applicable law.

Article 16 - Limitation of Liability

- 16.1** Notwithstanding any damages that You might incur, the entire liability of the Company and any of its Affiliates, vendors or suppliers under any provision of this Agreement shall be limited to the amount actually paid by You for the Application and its features through Company's Website, Application Shop or any other applicable way.
- 16.2** To the maximum extent permitted by applicable law, in no event shall the Company or any of its Affiliates, vendors or suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of revenues or profits or goodwill or anticipated sales or savings, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier

has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

- 16.3** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.
- 16.4** You expressly understand and agree that the Application Shop, its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by You, including any loss of data, whether or not the Company or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

Severability and Waiver

Article 17 - Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Article 18 - Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Article 19 - Assignment

- 19.1** You may not assign this EULA in whole or in part without the Company's express written consent.
- 19.2** The Company may (a) assign this EULA in whole or in part to its Affiliate, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance of the Application to third parties.

Article 20 - Changes to this Agreement

- 20.1** The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time of which the Company will notify You either, by posting a notice on the Company's Website and/or the Application, by providing notice as part of the process in which you receive Upgrades, or through any other legally acceptable form of notice.
- 20.2** By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Article 21 - Governing Law

- 21.1** The laws of the Country shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.
- 21.2** Both the Company and You agree that any dispute arising from or related to this agreement shall be finally resolved by arbitration organized in accordance with the Rules of Permanent Arbitration at the Serbian Chamber of Commerce.

21.3 The seat of the arbitration is in Belgrade, Serbia; the dispute shall be resolved by one arbitrator; the language of the arbitration proceeding is English; the applicable substantive law is the Serbian Law.

Article 22 - Entire Agreement

22.1 The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

22.2 You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

22.3 This Agreement constitutes the entire agreement between You and Company regarding the Application. If the Company fails to exercise or enforce any right or provision of this Agreement that shall not constitute a waiver of such right or provision. If any provision of the Agreement is found to be invalid, illegal or unenforceable, that provision will be enforced to the fullest extent permitted to preserve the purpose of this Agreement and the other provisions will remain in full force and effect.

Article 23 - Contact Us

If you have any questions about this Agreement, You can contact Us:

- By visiting <https://starlingintelligence.com/pages/contact> on the Company's Website, or
- By sending us an email: support@starlingintelligence.com

Appendix 1 – Technical Description of the Software

Starling Intelligence Technical Description

The Starling Intelligence desktop application is a digital collaboration platform (hereinafter referred to as: “Starling”) that offers its users total freedom to work in their preferred manner while ensuring the privacy, discoverability, and security of their data. Starling addresses the challenge of managing digital data scattered across various isolated locations such as clouds, devices, email accounts, and external hard drives. This makes it increasingly difficult to keep track of, know who has access to, and understand what changes have occurred to these data.

Starling creates an internal model of the user's data, its relationships, and its history. It is a native desktop and mobile application, providing a smart file management experience. The platform tracks changes to its internal data model, allowing users to query and explore their data from different perspectives. Users can easily find and retrieve information such as previous work done at a specific time, shared data with specific individuals, document versions, and contributors.

Starling is made from the ground up for online collaboration and enables the seamless synchronization of different users' data models through its available additional features. Users can integrate their devices into a universal data model or create custom data slices to be shared among team members. The platform keeps track of changes made by each user, ensuring everyone stays up-to-date. Synchronization of data between users of Starling requires a user to unlock the relevant feature(s) through Starling's shop.

Starling primarily targets independent professionals who value working independently and generate significant amounts of data, including developers, consultants, graphic designers, project managers, and analysts.

The innovative solution offered by Starling addresses the challenges of data oversight, the incompatibility of data silos, data querying, summarization, and collaboration. It provides a comprehensive overview of data, including insights, tracking, data history, and relationships with collaborators. Unlike traditional file-based systems, Starling organically grows its understanding of data. This allows for time travel through data and facilitates a deep understanding of the data landscape at any given point in time.

To ensure a comprehensive overview, Starling follows a decentralized architecture without relying on a central server for data storage and synchronization. It also differs from browser-based interfaces, offering a native desktop and mobile application experience. This choice allows Starling to provide offline data management tools and provide an alternative to further silo-isolation of user data.

Starling remains independent and neutral, not favoring specific software, cloud services, or ecosystems. Users have the freedom to choose the tools they prefer based on their needs and circumstances. Starling works with any file format, enabling an as wide as possible variety of industries to interact and exchange data, without enforcing a paradigm. Document data in Starling remain accessible, shareable and editable outside Starling.

Starling's value proposition includes providing the software for free with optional paid features that unlock premium experiences, such as access Starling's seamless collaboration tooling.

The Starling platform operates like an independent assistant with a "helicopter" view of all data, providing insights, tracking of data, history, and relationship perspectives. It eliminates the need for users to navigate through all kind of data silos and to click through heaps of ambiguous files.

Appendix 2: List of open-source software not owned by the Company

See: https://starling-llc-public.s3.eu-central-1.amazonaws.com/230515_3rdpartylicenses.pdf