

1. Scope and Agreement

This contract governs the licensing and use of the runless.cloud Product (SaaS service) offered on AWS Marketplace. By purchasing a Subscription, the Buyer accepts this Contract, the Product Listing, and any applicable Privacy/Security Terms, forming the full Agreement between the Parties.

2. License Grant

Licensor grants Buyer a non-exclusive, non-transferable, limited license during the Subscription term to access and use the Product via the SaaS Service solely for Buyer's internal business purposes in non-production / lower environments (e.g., development, testing, staging, QA). Buyer is solely responsible for maintaining strict separation between non-production and any production environments and for ensuring that any use in production complies with all applicable requirements. Licensor has no responsibility for Buyer's environment management or production use.

Buyer may permit its Affiliates, employees, and contractors ("Users") to access the Product, provided Buyer remains fully responsible for their compliance with this Contract. All rights not expressly granted are reserved by Licensor.

3. Restrictions

Buyer shall not (and shall not permit others to): reverse engineer, decompile, modify, create derivative works of, sublicense, resell, or use the Product for service bureau purposes, high-risk activities, or in violation of applicable laws.

4. Services and Support

Licensor will provide access to the SaaS Service and reasonable support/documentation as described in the AWS Marketplace Product Listing. Support is provided on a reasonable efforts basis.

5. Proprietary Rights

Licensor (and its licensors) retain all right, title, and interest in the Product, including all intellectual property rights. Buyer grants Licensor a limited, royalty-free license to use Buyer Data solely as necessary to provide the Service. Any Feedback provided by Buyer may be used by Licensor freely.

6. Warranties and Disclaimers

Licensor warrants that:

- It will provide the Service with reasonable care and skill.
- It will comply with applicable laws and regulations in Poland and the European Union, including GDPR where it acts as a data processor.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCT AND SERVICES ARE PROVIDED "AS IS". LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. Licensor does not guarantee uninterrupted or error-free operation. Buyer warrants that it has all necessary rights to provide Buyer Data and will comply with all applicable laws, including GDPR as data controller where relevant.

7. Confidentiality and Data Protection (GDPR)

The Parties shall maintain confidentiality of each other's Confidential Information. Buyer Data remains the property of Buyer. Licensor will process Personal Data only as a processor in accordance with applicable Data Protection Laws (including Regulation (EU) 2016/679 – GDPR) and will enter into a separate Data Processing Addendum if required.

8. Limitations of Liability

To the maximum extent permitted by Polish and EU law:

- Neither Party shall be liable for indirect, consequential, incidental, punitive, or special damages (including loss of data, profits, or business).
- Licensor's total aggregate liability under this Contract shall not exceed the total fees paid by Buyer in the twelve (12) months preceding the claim.

These limitations do not apply to liability that cannot be limited under applicable law (e.g., gross negligence, willful misconduct, or death/personal injury).

9. Indemnification

Licensor will defend and indemnify Buyer against third-party claims that the Product (as provided by Licensor) infringes third-party intellectual property rights, subject to standard exceptions (Buyer modifications, combinations with non-Licensor products, etc.). Buyer will indemnify Licensor against claims arising from Buyer Data, Buyer's misuse of the Product, or breach of this Contract.

10. Insurance

As a SaaS provider, Licensor shall maintain appropriate insurance coverage in line with its size and Polish/EU regulations, including Commercial General Liability and Professional/Cyber Liability with limits of at least 500,000 EUR (or equivalent). Licensor may self-insure. Reasonable evidence of coverage will be provided upon written request.

11. Term and Termination

Subscriptions run for the period specified in the AWS Marketplace listing. Either Party may terminate for material breach if not cured within 30 days of notice. Upon termination, Buyer's access ends and Licensor will handle Buyer Data per GDPR requirements (return or secure deletion as instructed, subject to legal retention obligations). Surviving sections include liability limits, confidentiality, IP rights, indemnification, and governing law.

12. General Provisions

- **Governing Law:** Laws of the Republic of Poland, without regard to conflict of laws principles. Any disputes shall be subject to the exclusive jurisdiction of the Polish courts.
- **Assignment:** Neither Party may assign this Contract without the other Party's prior written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all assets.
- This Contract constitutes the entire agreement. Amendments must be in writing.
- AWS is not a party to this Contract and has no liability hereunder.
- Force Majeure, Export Compliance, and other standard provisions apply with reasonable seller protections.

13. Acceptance

This Contract is accepted by Buyer upon purchase of the Subscription on AWS Marketplace.