



END USER LICENCE AGREEMENT

("Licence Agreement")

Makerspace Központi Digitális Közösségi Alkotóműhely Korlátolt Felelősségű Társaság

Registered seat: Hungary, 2724 Újlengyel, Ady Endre utca 41.

Registration authority: Company Registry Court of Budapest Environs Regional Court

Registration number: 13-09-184329

Tax number: 25821868-2-13

E-mail address: customers@makersredbox.com

Entry into effect: 20 November 2020

1. DEFINITIONS

„Box”

means all parts of the Maker's Red Box that are not qualified as Online Content but includes the red box and the Teacher's Handbook and the Demonstration Tools placed in the red box;

„DEMO Box”

means a Box that is marked with a red 'DEMO BOX – Not for resale' sticker on both sides;

„CAL”

stands for customer access license and means the number of access licences, that Makerspace allows with the purchase of MRB;

„Confidential Information”

has the meaning set forth in Section 9.1;

„Customer”

means any person who purchased the Maker's Red Box directly from Makerspace or indirectly from an authorized reseller;

„Demonstration Tools”

has the meaning set forth in Section 4.16;

<i>„End User”</i>	means the Teacher and the Student together or separately;
<i>„Intellectual Property”</i>	has the meaning set forth in Section 6.2;
<i>„Intellectual Property Rights”</i>	has the meaning set forth in Section 6.1;
<i>„Licence”</i>	has the meaning set forth in Section 3.1;
<i>„License Agreement”</i>	means this End User Licence Agreement;
<i>„Makerspace”</i>	means Makerspace Központi Digitális Községi Alkotóműhely Korlátolt Felelősségű Társaság;
<i>„makerspaces”</i>	means the environment provided by the Customer for the digital community space, where the Occasion shall take place;
<i>„Maker’s Red Box” or „MRB”</i>	means any and all products created and services provided by or for Makerspace designed or intended for or in connection with the use in digital community spaces in the education or maker education field or which have an educational or learning value, including but not limited to the Teacher’s Handbook, presentations for maker education occasions, program codes, digital object designs (STL, CAD), competency guide, soldering guide, Micro:bit workbook, online video tutorials materials;
<i>„Occasion”</i>	means the maker education occasions within makerspaces with the use of Maker’s Red Box by the Students under the Teacher’s guidance;
<i>„Online Content”</i>	means all parts of Maker’s Red Box materials that are made available through the Online Platform;
<i>„Online Platform”</i>	means the website https://learn.makersredbox.com ;

„Specific Agreement”

means the Licence ID, which forms the annex of the commercial agreement on the purchase of the Maker’s Red Box and contains the individually negotiated specific terms and conditions regarding the License;

„Student”

means the natural person who are educated by the Teacher at the Occasions by using Maker’s Red Box in accordance with this Licence Agreement;

„Teacher”

means the natural person who is authorised by the Customer to educate Students with Maker’s Red Box at the Occasions;

„Teacher’s Handbook”

means the educational and methodological handbook, which forms the part of Maker’s Red Box, with structured guide for 16x2 hours Occasions;

„Trademark”

means any mark owned or used by Makerspace including but not limited to any word, phrase, in particular personal names, mottos, letters, numerals, designs, figurative elements, flat or three-dimensional forms, including the shape of the goods or their packaging, colours, combination of colours, light signals, sounds, holograms, motion signs, position marks, multimedia marks, patterns, visual appearances, symbols, logos, company names, trade names, business names, brand names or any combination thereof, particularly the Makerspace design and the phrase Maker’s Red Box and any marks containing any of the above;

„User”

means the Customer, the Teacher and the Student together or separately;

„Vis Maior”

has the meaning set forth in Section 13.1.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other

genders. References to any “person” (which for the purposes of this License Agreement shall include individuals, companies, other legal entities, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities having a separate legal personality) shall include the person’s successors and assignees in accordance with this License Agreement.

2. SCOPE OF THIS LICENCE AGREEMENT

- 2.1. This Licence Agreement is applicable for any use of the Maker’s Red Box. The Customer by purchasing Maker’s Red Box and the End User by using Maker’s Red Box or any parts of Maker’s Red Box agrees with this Licence Agreement. If the User does not agree with this Licence Agreement in whole or in part, the User may not use Maker’s Red Box.
- 2.2. It is the Customer’s sole responsibility to acquaint the End User with this Licence Agreement and to procure that the End Users will accept this License Agreement before using the Maker’s Red Box.
- 2.3. In case of DEMO Boxes it is strictly forbidden to sell/re-sell the DEMO box or any of its content. It is also forbidden to provide or perform, by using or showing the DEMO Box, free or paying services or activities (including but not limited to classes, workshops, courses etc.) to any third parties, including private persons, companies or any other type of institutions or to hand over the DEMO Box for such activities.
- 2.4. DEMO Box is allowed to be used as a demonstration box: to introduce the Box, its content and the information received from Makerspace to third parties (including private persons, companies or any other type of institutions) mainly for future buying or using purposes.

3. GRANT OF LICENSE

- 3.1. Subject to the terms and conditions of this Licence Agreement and in consideration of the purchase price of Maker’s Red Box or any parts of Maker’s Red Box to be paid by the Customer, Makerspace grants to the User a limited, non-exclusive, – except when mandatory provisions of law states otherwise – non-transferable,

non-disposable, non-assignable, non-licensable, non-sublicensable, non-leasable, non-lendable and revocable right to use the Maker's Red Box ("License"). The License is – except when mandatory provisions of law states otherwise – limited to the territory of the country of the seat address of the End User and limited in time subject to the revocation of this License and/or the termination of this License Agreement set forth in Section 11. The User shall not have the right to reproduce, distribute, publicly perform, communicate to the public, retransmit, adapt and publicly display and exhibit under this License, but the Customer has the right to perform commercial operational service with Maker's Red Box.

- 3.2. The number of Teachers and Students entitled to use one purchased Maker's Red Box based on this Licence Agreement and the Specific Agreement in accordance with the License are determined by the CAL specified in the Specific Agreement. In the event a Specific Agreement is not concluded or the CAL is not specified in the Specific Agreement, the number of End Users is not limited. The Customer may acquire ownership only on the Box as a tangible article by purchasing the Maker's Red Box.
- 3.3. The License includes the right to access and use updates, add-ons, fixes, upgrades, modifications, alterations regarding the Online Content (together: "Updates"). Makerspace may unilaterally determine in its sole discretion the Updates, their schedule and frequency. Makerspace makes the Updates available on the Online Platform, about which it will notify the registered End Users.
- 3.4. The License also includes the right of the Customer and the Teacher to use the Trademarks of Makerspace in their marketing material to the extent necessary for the purpose of promoting the Occasions to Students.

4. RIGHTS AND OBLIGATIONS OF THE USER

- 4.1. The User may only use Maker's Red Box or any parts of Maker's Red Box and exercise its rights based on the Licence and its other rights in accordance with this Licence Agreement and all the applicable laws.

- 4.2. The Customer shall ensure that (i) only the End Users may have access to Maker's Red Box; (ii) it allows only to as many End Users to use Maker's Red Box as the CAL indicates (iii) the End Users may only use Maker's Red Box in accordance with this Licence Agreement and the applicable laws.
- 4.3. The Customer shall be liable for the actions or omissions of the End Users as if they were the actions or omissions of the Customer itself. The Customer shall also be liable for the actions or omissions of the End Users even if this License Agreement expressly mentions the responsibilities and obligations of the End Users, the Teachers or the Students.
- 4.4. The Teacher may access the Online Content after registration on the Online Platform. The Teacher shall provide its name, e-mail address and telephone number for the registration. After the registration, the Teacher may log in to the Online Platform with its e-mail address / provided username – or if it is applicable – with the educational identification number of the Customer (for Hungarian educational institutions, OM azonosító) or in lack of it with the tax number of the Customer and the password provided by the Teacher. After login to the Online Platform the Teacher may access the online video tutorials and other electronic content. The online video tutorials are in English language with Hungarian subtitle which may be changed by Makerspace in its own discretion.
- 4.5. The User acknowledges that Makerspace uses its best effort to optimize the Online Content and the Online Platform, however, also acknowledges that due to the inherent nature of browsers and hardware, the Online Content and the Online Platform may differ depending on the program environment. Makerspace may modify and replace the existing elements of the Online Content and the Online Platform with functionally equivalent other service elements due to the continuous improvements. The User expressly agrees that it may use the Online Content and the Online Platform at any time in the form and with the elements, features and options as provided by Makerspace.
- 4.6. The User shall immediately inform Makerspace if it becomes aware of the unauthorized use of the Online Platform with the Teacher's login details or if the End User or a third party violates the applicable laws of this License Agreement. The User shall provide Makerspace

with all information related to the infringement and necessary to identify the infringer and shall take all necessary courses of action that can be reasonably expected to remedy the infringement.

- 4.7. The Customer shall ensure that only authorized Students may participate at the Occasions.
- 4.8. The End User shall not send, upload, store on the Online Platform content which is contrary to the provisions of this License Agreement or the accepted principles of morality, obscene, threatening, hateful, libelous or otherwise unlawful, including content that violates any third-party rights or interest.
- 4.9. The User shall immediately notify Makerspace if the User breaches this Licence Agreement or becomes aware of any action of third parties which is contrary to the provisions of this License Agreement.
- 4.10. The Customer shall ensure that the minimum software, hardware and other requirements necessary for the proper use of Maker's Red Box are met.
- 4.11. Maker's Red Box may only be used in makerspaces. The User shall be solely responsible to ensure that the makerspaces, its equipment and devices comply with the applicable laws and operate safely.
- 4.12. The Customer may acquaint the Teacher with the Maker's Red Box only for the purposes specified in Section 3 of this Licence Agreement. The Teacher may use the Maker's Red Box only for the purposes specified in Section 3 of this Licence Agreement and as intended and to acquaint the Students therewith.

4.13. Online support

4.13.1.

The following online support tools are available for the Teacher: (i) webinars; (ii) telephone support on working days and (iii) e-mail support on working days. The User acknowledges that the form and availability of the online support tools depends on the type of the purchased Maker's Red Box, Makerspace has the unilateral right to provide the online support in its sole discretion.

4.13.2.

Makerspace makes the specified time and date of the webinars available on the Online Platform. The webinars are available on the Online Platform after login or at the (unique) link sent by Makerspace. Makerspace has the unilateral right to determine the frequency, schedule, duration and the date and time of the webinars.

4.13.3.

Makerspace provides the telephone support and e-mail support on working days in working hours. Makerspace makes the support contacts available on the Online Platform.

4.14. Sharing picture

4.14.1.

The End User may upload pictures to the Online Platform for the purposes of sharing its experiences, achievements and works with friends, family and loved ones ("End User Content").

4.14.2.

The User is responsible for the End User Content uploaded to the Online Platform.

4.14.3.

The End User acknowledges that it may not share End User Content on the Online Platform, which was not created by it or, in case consent is required under applicable law to upload the End User content, such consent was not provided. The End User agrees that Makerspace may unilaterally remove the uploaded End User Content from the Online Platform without notice in its sole discretion, for any reason or no reason, in particular User Content that, in the sole judgment of Makerspace, violates this License Agreement or which might be unlawful, or that violates or might violate the rights of third parties. Makerspace is not liable for the End User Content's continuous availability on the Online Platform and Makerspace reserves the right to stop providing the picture sharing feature on the Online Platform. Makerspace excludes its liability for the End User Content to the fullest possible extent permitted by law.

4.14.4.

Makerspace does not claim any ownership of the End User Content. By uploading End User Content, the End User automatically grants, represents and warrants that the User has the right to grant to Makerspace an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license to copy, reproduce, distribute, publicly perform, communicate to the public, retransmit, adapt, publicly display and exhibit such End User Content for the purpose of promoting Maker's Red Box, the Occasions and the maker movement.

4.14.5.

The User shall indemnify and hold Makerspace harmless from any loss, claims, liability, demands or expenses made by third parties against Makerspace occurring from the End User Content. .

4.15. Teacher's Handbook

The Teacher's Handbook includes the detailed descriptions necessary to hold the Occasions and the structured guide for 16x2 hours maker education occasion and the minimum technical requirements necessary for ensuring the curriculum.

4.16. The Box

The Box includes the Teacher's Handbook; the sample kit/supplements of consumable materials for 12 makers for the first occasion, digital samples as program codes, digital object designs (STL, CAD), competency guide ("Demonstration Tools"). The Demonstration Tools are only for presentation and demonstration purposes, to ensure the aims of maker education and help the Teacher's work, are consumables and are not essential part of the Box. The User acknowledges that the content of the Box depends on the type and version number of the Maker's Red Box that is purchased by the Customer and that the actual content of the Box is available at <https://makersredbox.com>. The User also acknowledges that the type and quantity of the Demonstration Tools does not correspond with the CAL.

5. RIGHTS AND OBLIGATIONS OF MAKERSPACE

- 5.1. Makerspace reserves the right to enhance, modify, extend, alter or stop selling any of the Maker's Red Box but it may not affect the rights based on this Licence Agreement related to the Maker's Red Box already purchased and the support through the Online Platform. The User acknowledges that Makerspace has the unilateral right to determine the availability, support, support period of the Demonstration Tools serving as replacement, spare part or accessories and Makerspace is not responsible to provide such tools. The User acknowledges that if Makerspace stops selling any of the Maker's Red Boxes, Makerspace will not provide Demonstration Tools serving as replacements, spare parts or accessories for such Maker's Red Box anymore.
- 5.2. Makerspace may perform maintenance works on the Online Platform from time to time, as a result, all or part of the services available through the Online Platform may become temporarily limited or unavailable. The User acknowledges that this is the inherent risk of the online services and will not have any claim against Makerspace to this regard. If the maintenance works take more than four hours, Makerspace notices the Teachers registered to the Online Platform in advance.

6. INTELLECTUAL PROPERTY

- 6.1. For the purposes of this License Agreement, intellectual property rights means all intellectual property rights, including, without limitation, all copyright and all economic rights in all copyrighted and copyrightable works, all rights in the nature of copyright and related rights, all design rights and the right to apply for a registered design or similar protection, the right to utility model protection, the right to apply for a registered utility model, all trademarks, geographical indications, company names, trade names, business names, brand names and domain names, all patent rights, rights to inventions and the right to apply for such patent rights or inventions, all rights in confidential information, know-how, expertise, formulas, all database rights and all rights of whatsoever nature in computer software and data and all other similar economic and proprietary rights, whether registered or unregistered, including any and all associated goodwill, in all parts

of the world for the full term of such rights, including all continuations, continuations-in-part, renewals, divisions, confirmations, additions, renewals, reissues, re-examinations and extensions ("Intellectual Property Rights").

- 6.2. The User expressly acknowledges and agrees that Makerspace retains ownership of its technical information, business and trade secrets, know-how, ideas, findings, concepts, processes, procedures, standards, business methods, materials, technical drawings, schematics, works of authorship, tools, devices, operational instructions, specifications, guides, programs, software, program codes, source codes, object codes, algorithms, applications, diagrams, flowcharts, research (including all marketing and educational tools, lesson plans, online video tutorials, handbooks, curriculums, presentations, digital object designs [STL, CAD], competency guide, other tutorials, support materials, webinar or on demand content, telephone and e-mail support) equipment, instruments, inventions, discoveries, company names, trade or brand names, logos, symbols (including Makerspace and Maker's Red Box) and any addition, alteration, modification, enhancement, improvement, development, discovery, refinement, future development, upgrades or alterations made to the foregoing and all associated Intellectual Property Rights and other economic and proprietary rights developed prior to or after the commencement of this License Agreement, whether related to the Maker's Red Box or not ("Intellectual Property"). This License Agreement does not affect such ownership. The User expressly acknowledges that in case ownership on the Intellectual Property cannot be established based on the mandatory provisions of law and/or Intellectual Property Rights cannot be established, Makerspace retains all rights and interest in and to the Intellectual Property to the fullest possible extent permitted by law.
- 6.3. The User acknowledges that it acquires no rights under this License Agreement to receive or access the Intellectual Property other than the limited rights specifically granted in this License Agreement or the disclosure or access expressly granted in a separate written agreement between Makerspace and the Customer. If the User gains unauthorized access to the Intellectual Property, the User shall not use, utilize, reverse engineer, transfer, adapt it in any manner, and shall immediately notify Makerspace regarding the

occurrence, date and time, circumstances of gaining access. The User shall not obtain any right based on this License Agreement on the Intellectual Property outside the scope of the License.

- 6.4. The User acknowledges that all Intellectual Property Rights and other economic and proprietary rights associated to any and all creation, works of authorship, other accomplishment, result or achievement, technical information, business secret, trade secret, know-how, idea, finding, concept, process, procedure, standard, business method, material, plan, business plan, technical drawing, design, schematic, creation, tool, device, operational instruction, specification, guide, program, program code, source code, object code, application, software, diagram, flowchart, research, equipment, instrument, invention, discoveries created being a result or consequence of the activity carried out in any way under this License Agreement or in connection with the Occasions, that are protected or protectable by law ("MRB Results"), shall be exercised only without prejudice to the Intellectual Property and shall not hinder Makerspace in any way in its rights and the exercise of its rights described in this Section 6.
- 6.5. The Customer declares and warrants that the Teacher and the Students and other contributing persons, whose involvement are essential in the performance of this Licence Agreement or a separate written agreement between Makerspace and the Customer, shall not hinder in any way Makerspace in its rights and the exercise of its rights described in this Section 6 and furthermore the administrative and other procedures in connection with the above or making applications and they shall cooperate with Makerspace, in the framework of which they shall issue all declarations and documents and shall perform all acts which are necessary to exercise above mentioned rights by the law and/or the regulations of the professional chambers.
- 6.6. The Customer declares and warrants that the End Users and other contributing persons engaged by the Customer have not requested or shall not request any fee for exercising or not exercising their rights, and in the course of exercising any possible moral copyrights, they shall cooperate with Makerspace for the enforcement of this License Agreement, in the framework of which they shall issue all declarations and documents and shall perform all acts which are

required to exercise the rights of Makerspace by the law and/or the regulations of the professional chambers. The Customer hereby declares and warrants that the End Users and other contributing persons engaged by the Customer acknowledge and give their consent to the fact that exercising of their moral rights are restricted in accordance with the above.

- 6.7. With the exception set forth in Section 3.4 of this License Agreement, the User may not use the Makerspace's Trademarks in any advertising, promotion or other public announcement (or the like) or in any other form without the prior written consent of Makerspace.
- 6.8. The User shall promptly notify Makerspace of any infringement of the Intellectual Property and/or Maker's Red Box. At Makerspace's reasonable request, the User shall cooperate and assist Makerspace in any such actions including being named or joining such actions.
- 6.9. The User may not copy, examine, analyse, sublicense, sublease, lend, copy, reproduce, distribute, produce, create derivatives, manufacture, develop, alter, modify, adapt, decompile, reverse engineer, disassemble, translate, publish, apply for registration or otherwise commercialise Maker's Red Box, its parts, means of operation, technology, formulation or attempt to derive the underlying ideas, structure, methodology, source or any other code, algorithms, principle or assist or engage any person to do any of the foregoing other than as expressly granted under this License Agreement.

7. WARRANTIES

- 7.1. Makerspace represents and warrants that Makerspace has the right and authority to make Maker's Red Box available to the User and grant the License to the User according to this License Agreement.
- 7.2. Other than provided in this Section 7, Makerspace undertakes no warranties and representations to the fullest possible extent permitted by law, except for warranties required by mandatory, non-derogating, binding and sanctioned provision of applicable law.
- 7.3. The User warrants that it may use the Maker's Red Box in accordance with this License Agreement. Without prejudice to any

rights of Makerspace or its ability to have claims on any basis, the User shall be liable to Makerspace for all consequences incurred as a result of any warranty of the User being breached or untrue or inaccurate or arising from the User's violation of the provisions for the use of Maker's Red Box and the User shall make all actions necessary to put Makerspace in the same position as if the User's warranties were true, accurate and not misleading and the Licence Agreement were not breached. The User agrees to indemnify and hold Makerspace harmless from and against all damages, losses, claims, penalties, liabilities, costs and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (i) any breach of the terms and conditions of this License Agreement; (ii) any End User Content uploaded to the Online Platform; (iii) any use of Maker's Red Box; (iv) violation of any law by the User and (v) any violation of rights of a third party arising from or in connection with the User's act or omission.

8. LIMITATION OF LIABILITY

- 8.1. To the fullest possible extent that is permitted by law, Makerspace excludes its liability in connection with Maker's Red Box or arising from this License Agreement or a separate written agreement between Makerspace and the Customer. This limitation does not affect the liability that cannot be excluded according to the applicable laws. Makerspace shall not be liable for any use of Maker's Red Box that deviates from the Occasions, which is contrary to the provisions of this License Agreement or which is unlawful.
- 8.2. Makerspace is liable to the User only for damages caused wilfully, for damages to human life, to human physical integrity or to human health.
- 8.3. Makerspace excludes its liability for damages arising from or in connection with the misuse, the not suitable use or understanding of the Maker's Red Box by the User or the improper internet connection of the User, or the not suitable condition of the makerspaces and the activities or omissions of Teachers not trained properly.
- 8.4. Makerspace excludes its liability for damages arising in connection with the failure to meet the requirements set forth in Section 4.10.

- 8.5. Makerspace makes reasonable efforts to keep the Online Platform and the Online Content continuously available and proper for use. However, it may happen that the Online Platform or the Online Content become partially or completely unavailable due to reasons beyond the control of Makerspace. Makerspace makes reasonable efforts to repair such errors. The User acknowledges that Makerspace is not liable for any damages arising in connection with the fault of the availability of the Online Platform and the Online Content.
- 8.6. The Customer and the Teacher are solely responsible for ensuring that the Student uses Maker's Red Box in accordance with this License Agreement and the applicable laws and to provide the safety environment for the Occasions. Makerspace excludes its liability for damages that occurs in connection with the improper safety environment.
- 8.7. The Teacher's Handbook includes all details about the proper use of Maker's Red Box. The Customer is solely responsible for ensuring that the Teacher uses the Maker's Red Box in accordance with the Teacher's Handbook. If the Teacher cannot duly understand the use of Maker's Red Box or any parts of Maker's Red Box, the Teacher may use the Online Content and the online support tools provided by Makerspace in accordance with this License Agreement. If any damages occur in relation to that the Teacher does not follow or not properly follow the instructions included in the Teacher's Handbook, the User is solely responsible for such damages.
- 8.8. Makerspace's liability for the breach of this Agreement shall be limited to the amount of the purchase price paid for the Maker's Red Box concerned except for breaches set forth in Section 8.2.
- 8.9. Makerspace is not liable for consequential damages and loss of profit.

9. CONFIDENTIALITY

- 9.1. Confidential Information comprises any and all information, data of a confidential nature, which is directly or indirectly disclosed or otherwise made available to the User or which the User will become aware of in the course of this License Agreement in any way,

whether marked as confidential or not, whether in oral, written, electronic, picture, figurative or other form, whether expressed or implied, including but not limited to any information relating to the business secrets, reports, interpretations, forecasts, technical solutions, industrial or intellectual property, works of authorship, ideas, information, know-how, records, memorandums, analysis, copies, business models, standards, formulae, methods, samples, practices, the Maker's Red Box, any data, information related to the Maker's Red Box or any parts thereof, and any information that would be regarded as confidential or proprietary by a person familiar with the market for the services provided by Makerspace ("Confidential Information"). The Confidential Information disclosed, made available or became known to the User under this License Agreement shall constitute the business secrets of Makerspace.

9.2. The Recipient shall keep the Confidential Information confidential and shall take all necessary steps to maintain confidentiality. In particular, the User

9.2.1.

shall not disclose Confidential Information except to the End Users specified in this License Agreement;

9.2.2.

shall use Confidential Information only to the extent and in the manner necessary to achieve the purpose of this License Agreement; and may not copy, may not permit third party to copy, may not reproduce in any way, may not transfer, may not lease, may not modify, may not publish, and may not utilize;

9.2.3.

shall take all necessary measures to prevent any unauthorised access and/or use of Confidential Information in addition to inform Makerspace immediately;

9.2.4.

shall ensure that the Confidential Information is protected with measures and a degree of care that would apply to its own confidential information and under no circumstances to lesser extent than those of a business enterprise in the

concerning market sector acting with high professional degree of care.

- 9.3. The Customer shall at all times be liable for the actions or omissions of the End User and other persons engaged by the Customer in relation to the Confidential Information as if they were the actions or omissions of the Customer and shall inform those persons becoming aware of Confidential Information of the confidential nature and value of the Confidential Information and procure that those persons will keep confidential the Confidential Information and will comply with the duties of confidence as set out in this License Agreement as if they were the Customer.
- 9.4. The User may disclose Confidential Information required by mandatory and sanctioned provision of law or a final and binding order of any court or any regulatory, judicial, governmental, supervisory or similar body or any public authority or if the User is legally bound with no lawful exception of denial. Before the User discloses any Confidential Information in accordance with the above, it shall, to the fullest possible extent permitted by law, use all reasonable endeavours to immediately give Makerspace as much written notice of this disclosure as possible and discuss with Makerspace the scope of Confidential Information planned to disclose and the planned disclosure method and shall take into account the reasonable requests and expectations of Makerspace. The User shall disclose the Confidential Information to the minimum extent essential in a verifiable way for the fulfilment of the above obligation, and the User shall use its best effort to disclose the Confidential Information in the manner and under protection which is the least harmful for Makerspace.
- 9.5. To the fullest possible extent allowed by the state of technology and permitted by law, the User shall, within two days following the termination of this License Agreement, destroy or, if it is not possible return Makerspace all Confidential Information in its possession, including copies, reproductions and procure that persons outside its organisation will do the same.
- 9.6. The User shall immediately notify Makerspace also by e-mail if it becomes aware of the use or disclosure of the Confidential Information that is not permitted, unlawful, which is contrary to the

provisions of this License Agreement or is conducted by unauthorized persons.

10. PRIVACY

Makerspace's Privacy Policy applies to all type of use of the Website by the User. The Privacy Policy is available at <https://makersredbox.com/privacy-policy/>.

11. TERMINATION OF LICENSE

- 11.1. Makerspace may temporarily revoke the License or suspend the provision of its services under this License Agreement and without liability for compensation and damages if (i) the User breaches any of its obligations under this License Agreement (ii) the User breaches any of its obligations under Section 6; (iii) the End User Content infringes the rights of third parties or the End User Content violates the law; (iv) the User discloses Confidential Information to third parties without the written consent of Makerspace; (v) the Maker's Red Box are used by unauthorized persons. In the event the remedy of the breach is not possible or the conduct is repeated at least once, Makerspace reserves the right to terminate this License Agreement with immediate effect besides the permanent revocation of the License.
- 11.2. In case of (temporarily or permanent) revocation of the License or suspension of its services by Makerspace, the User may not use Maker's Red Box from the date of the written notice of Makerspace on the revocation or suspension.
- 11.3. In case of termination, the accrued rights of Makerspace and the User under this Agreement shall survive termination. Termination or expiration of this License Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of Makerspace and the User prior to such termination or expiration. Such termination or expiration shall not relieve Makerspace and the User from obligations that are expressly indicated to survive the termination or expiration of this License Agreement. Section 6 (Intellectual Property) and Section 9 (Confidentiality) of this License Agreement shall survive the termination or expiration of this Agreement for any reason, they shall remain in force, valid and

effective without time limit. The User expressly agrees to remain bound by the provisions of Section 6 (Intellectual Property) and Section 9 (Confidentiality) of this License Agreement as if it were a party to this License Agreement.

12. WAIVERS, RIGHTS AND REMEDIES

- 12.1. Subject to the provisions of this License Agreement, no failure or delay by Makerspace in exercising any other right or remedy provided by law or under or pursuant to this License Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.
- 12.2. Each remedy provided under this License Agreement shall be cumulative and in addition to any other remedy given hereunder or by law or otherwise, unless otherwise specified by this License Agreement. Election by Makerspace to pursue one or more remedies does not imply waiver by Makerspace to pursue other available remedies.

13. FORCE MAJEURE

- 13.1. Force majeure shall mean any exceptional circumstances, events or actions affected Makerspace which are beyond the reasonable control of Makerspace, which Makerspace could not reasonably have provided against before the purchase of Maker's Red Box, having arisen, Makerspace could not reasonably have avoided or overcome and which is not attributable to any Makerspace including without limitation (i) natural disaster and forces; (ii) the declaration of a state of war, the imminent danger of an armed attack by a foreign power, armed actions aimed at subverting the lawful order or at exclusively acquiring power, and in the event of serious acts of violence massively endangering life and property, committed with weapons or with instruments capable of causing death; (iii) embargo, trade or production restriction, ban affecting Makerspace; (iv) collapse of buildings, fire, explosion or accident; and

(v) any labour or trade dispute, disorder, strikes, industrial action or lockouts (vi) pandemics, epidemics, quarantines ("Force Majeure").

- 13.2. If Makerspace is or will be prevented from performing any of its obligations under the Agreement by Force Majeure, or faces delay in its performance, Makerspace shall notify the Customer of such force majeure within 10 days after Makerspace became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure by giving written notice to the Customer stating the nature of the event, its anticipated duration, and any action being taken or planned to avoid or minimize its effect. Makerspace shall, having given notice, be excused from the performance of such obligations for so long as such Force Majeure prevents it from performing them. The suspension of performance shall be of no greater scope and no longer duration than is necessary and Makerspace shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for 30 days after the date of the occurrence, Makerspace and the Customer shall discuss in good faith how best to proceed. Makerspace shall give notice to the Customer when it ceases to be affected by the Force Majeure.
- 13.3. Under no circumstances shall Makerspace be liable for any damages suffered by the User, including, but not limited to, damages or reductions in fees caused directly or indirectly by Makerspace as a result of its failure to comply with its obligations under this License Agreement due to the Force Majeure.

14. NOTICES

- 14.1. Any notice, request, demand or other communication provided for by this License Agreement shall be in writing shall be addressed and sent to the address or the e-mail address of the addressee or to such changed address as the addressee may have been notified by notice and shall be deemed fully made or given to the addressee (i) when delivered if sent by courier or delivered by hand; or (ii) if sent by registered mail, on the date indicated on the acknowledgement of receipt or (iii) if sent via e-mail when the sender receives delivery notice (excluding "out of office autoreply" message) or at lapse of 12 (twelve) hours from sending the message, whichever is the earlier

(except in both cases, if the sender received automated delivery failure notice); whichever of the above is the earliest.

- 14.2. The notices for Makerspace shall be sent to the address indicated in the header. The notices for the User shall be sent to the address provided upon the purchase of Maker's Red Box or upon registration on the Online Platform or to the address otherwise provided by the Customer. At Makerspace's request, the Customer shall provide Makerspace with the name and contact details of the End User.

15. MODIFICATION

Makerspace reserves the right to change, modify, supplement or remove parts of this License Agreement unilaterally. Any changes in this License Agreement shall be communicated to the Customer 30 days before its implementation. If the Customer does not agree with the changed provisions of this License Agreement, the Customer may terminate this License Agreement by written notice to Makerspace within 30 days followed by the receipt of the notice of Makerspace about the changes. The Customer agrees that the Customer shall not claim for the purchase price of Maker's Red Box if the Customer terminates this License Agreement according to this Section. If the User continues to use the Maker's Red Box after the 30 days' notice period, it will be considered that the User agrees the changed provisions of this License Agreement.

16. ASSIGNMENT

Except as herein otherwise provided to the contrary, this License Agreement shall be binding upon and endure to the benefit of Makerspace and the User hereto and their respective successors and any assignment of rights and/or obligations arising out of this Agreement shall be allowed only upon prior written consent expressed by Makerspace.

17. GOVERNING LAW AND ARBITRATION

- 17.1. This License Agreement is governed by and construed in accordance with Hungarian Law.
- 17.2. In the event of any dispute arising from or in connection with this License Agreement, so especially with its breach, termination,

validity or interpretation, the Makerspace and the User exclude the state court procedure and agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings. The number of arbitrators shall be three and the language to be used in the arbitral proceedings shall be Hungarian. In order to settle the legal dispute, the Hungarian substantive law shall apply, excluding its private international law rules.