

End-User Licence Agreement (EULA)

This End-User Licence Agreement ("EULA") sets out the rules governing the use of the MyLearningDay platform, the terms of the licence grant, technical requirements, support rules and service levels under the SaaS model.

The EULA forms part of the Agreement entered into between 2BITS and the Customer. Use of the Platform constitutes the Customer's acceptance of this EULA and the Customer's undertaking to ensure that Users use the Platform in accordance with its provisions.

The EULA does not govern commercial terms, payments or the rules for terminating the Agreement unless it expressly refers to the Terms of Service or the Order.

1. Definitions

For the purposes of this EULA, the following terms have the meanings set out below:

- **2BITS** – 2BITS Spółka z ograniczoną odpowiedzialnością, with its registered office in Katowice at ul. Ligocka 103, 40-568 Katowice, Poland, entered in the register of entrepreneurs of the National Court Register under KRS number 0000293324, NIP 634-26-60-412, REGON 240792140, which is the provider of the Platform.
- **Customer Administrator** – a User authorised by the Customer to manage the Platform, configure the Environment and manage User accounts, content and permissions.
- **Failure** – an unplanned event causing the Platform to become unavailable or materially restricting its operation.
- **Service Activation** – the time at which the production Environment is made available to the Customer or another time at which the Service commences, as specified in the Order.
- **Customer Data** – data, files, configurations, Customer Content and other information entered, transmitted, stored or processed through the Platform by the Customer or Users.
- **DPA** – a separate data processing agreement entered into between 2BITS and the Customer where 2BITS processes personal data on behalf of the Customer.
- **Documentation** – instructions, feature descriptions, help materials and other information concerning the use of MyLearningDay made available by 2BITS.
- **EULA** – this End-User Licence Agreement.
- **Incident** – an event affecting the security, availability, integrity or proper operation of the Platform.
- **Customer** – a business, institution, organisational unit or other entity, excluding consumers within the meaning of the Polish Civil Code, that has entered into an Agreement with 2BITS concerning the use of MyLearningDay.
- **Maintenance Window** – a period designated for scheduled maintenance, updates or other technical activities.
- **On-Premises** – a model in which the Platform is installed or operated within the Customer's infrastructure or infrastructure designated by the Customer.
- **Platform** or **MyLearningDay** – the learning management system offered by 2BITS, together with the features, modules, integrations and services specified in the Agreement.
- **Terms of Service** – the MyLearningDay Terms of Service.
- **SaaS** – a model in which the Platform is made available to the Customer as a service hosted by 2BITS or providers acting on its behalf.
- **SLA** – the service-level provisions set out in Section 12 of this EULA.
- **Subscription Period** – the period for which the Customer acquires the right to use the Platform, beginning on the Service Activation date unless the Order provides otherwise.
- **Environment** – a separate instance or configuration of the Platform designated for the Customer, in particular a production, test or development environment.

- **Customer Content** – data, training materials, documents, files, recordings, communications, statements, configurations and other content entered into the Platform by the Customer or Users.
- **Agreement** – the agreement entered into between 2BITS and the Customer, including in particular the Order, the Terms of Service, this EULA, the DPA where applicable, and any documents expressly incorporated into the Agreement.
- **User** – a natural person using the Platform under an authorisation granted by the Customer.
- **Order** – a document specifying, in particular, the selected Service plan, scope of features, limits, fees, Subscription Period and other individual terms of cooperation.
- **Business Day** – a day from Monday to Friday, excluding public holidays in the Republic of Poland.
- **Business Hours** – the hours from 8:00 a.m. to 5:00 p.m. official Polish time (CET/CEST) on Business Days.
- **Initial Response** – confirmation that a support request has been received and that 2BITS has begun analysing it. An Initial Response does not mean that the Incident has been resolved or that the Platform has been fully restored.

2. Place of the EULA within the Contractual Documentation

The EULA governs the use of the Platform, licence terms, technical requirements, support and the SLA. The rules for entering into and terminating the Agreement, payments, the liability of the Parties and other terms of cooperation are set out in the Terms of Service.

In the event of any conflict between the documents comprising the Agreement, the following order of precedence applies:

1. the Order;
2. the Terms of Service;
3. this EULA together with the SLA;
4. the DPA, where applicable;
5. any other documents expressly incorporated into the Agreement.

The Privacy Policy is provided for information purposes and does not form part of the Agreement. To the extent that 2BITS processes personal data on behalf of the Customer, the DPA applies.

3. Licence Grant and Access Rights

3.1. Scope of the Licence

For the term of the Agreement and within the limits arising from the Order, 2BITS grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable right to use the Platform in accordance with the Agreement, the Order, the Documentation and this EULA.

The licence covers only the use of the Platform for the purposes of the Customer's activities and the activities of entities expressly covered by the Order. The scope of the licence may be limited, in particular, by the number of Users, number of active accounts, selected modules, storage space, number of environments, scope of integrations or other parameters specified in the Order.

3.2. SaaS Model

Under the SaaS model, the Customer receives the right to access the Platform via the Internet. The Customer does not acquire the right to install, copy or distribute the source code or executable code of the Platform.

3.3. On-Premises Model

Under the On-Premises model, the Customer receives the right to install and operate the Platform solely within the infrastructure specified in the Order and to the extent set out in the Agreement.

Unless the Order provides otherwise, the On-Premises licence covers one production environment and the agreed test and development environments. The Customer may not move the installation to different infrastructure without prior agreement with 2BITS.

3.4. No Transfer of Rights

The grant of the licence does not transfer to the Customer any economic copyrights, rights to source code, trademarks, know-how or other intellectual property rights of 2BITS or its licensors.

4. User Accounts and Access Management

The Customer is responsible for the proper creation, assignment, safeguarding and deletion of User accounts and for ensuring that the permissions granted correspond to Users' needs and duties.

User accounts are individual. The Customer may not permit account sharing unless a particular feature or account type is expressly designated for sharing in the Documentation.

The Customer should promptly block the accounts of persons who are no longer authorised to use the Platform and update roles and permissions when the scope of a User's duties changes.

The Customer is responsible for activities carried out through its Environment, Customer Administrator accounts and User accounts, except for activities resulting solely from a culpable security breach on the part of 2BITS.

5. Acceptable Use of the Platform

The Customer and Users may use the Platform only for its intended purpose and in accordance with the Agreement, the Documentation and applicable law.

In particular, it is prohibited to:

- copy, modify, translate or create derivative works of the Platform, except where expressly permitted by law or the Agreement;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform, except where such restrictions cannot be imposed under applicable law;
- circumvent safeguards, licence restrictions, technical limits or access-control mechanisms;
- make the Platform available to unauthorised persons or entities;
- resell, rent, sublicense or provide services based on the Platform to third parties unless expressly permitted by the Order;
- use the Platform for unlawful activities, activities infringing third-party rights or activities threatening the security of the Platform;
- introduce malware, conduct unauthorised penetration tests or vulnerability scans, or perform activities that may disrupt the operation of the Platform;
- use automated tools to retrieve data or perform operations in a manner that places an excessive load on the Platform;
- remove or modify copyright notices, trademarks or proprietary notices;
- publish performance or benchmark test results without the prior consent of 2BITS where they could disclose confidential information or mislead recipients.

6. Intellectual Property

2BITS and its licensors retain all rights in the Platform, Documentation, interfaces, modules, code, databases, data structures, operating methods, designs, trademarks, trade names and other intellectual property related to MyLearningDay.

The Customer does not acquire rights in solutions, features, general configurations, fixes, updates or extensions to the Platform developed by 2BITS, including where they were developed in connection with the Customer's requests, suggestions or needs, unless the Parties expressly agree otherwise.

The Customer may submit suggestions concerning the development of the Platform. 2BITS may use such suggestions without restriction, provided that this does not disclose the Customer's confidential information or Customer Content.

7. Customer Content and Customer Data

The Customer retains all rights in Customer Content and Customer Data. 2BITS does not acquire ownership rights in them.

For the period and to the extent necessary to perform the Agreement, the Customer grants 2BITS a non-exclusive right to host, copy, process, transmit, display and technically modify Customer Content and Customer Data solely to the extent necessary to provide, secure, maintain and improve the Services in accordance with the Agreement. This right does not include using Customer Content for purposes unrelated to the performance of the Agreement.

The Customer is responsible for the lawfulness of Customer Content, holding the required rights, licences and consents, and ensuring that its use of the Platform complies with applicable law. Detailed rules governing liability for Customer Content are set out in the Terms of Service.

2BITS may create aggregated or anonymised statistical data concerning the operation and use of the Platform, provided that such data does not allow the Customer, Users or natural persons to be identified. Such data may be used for security, analytics, product development and service-quality improvement purposes.

8. Provision of the Platform under the SaaS Model

8.1. Hosting and Maintenance

Under the SaaS model, 2BITS provides hosting, maintenance and technical administration of the Platform to the extent specified in the Agreement. The Platform may be hosted by 2BITS or by infrastructure providers acting on its behalf.

8.2. Updates

2BITS may install updates, security patches, interface changes and new versions of the Platform. Updates may change the appearance or operation of individual features, provided that they do not materially reduce the core features purchased by the Customer, unless the change is necessary for legal, security or technological reasons.

8.3. Backups

2BITS performs backups in accordance with its applicable technical procedures and security policy. Backups are intended primarily to restore the Platform following a Failure and do not replace the Customer's obligation to retain its own copies of source materials where required by the nature of the data.

The scope, frequency and retention period of backups may be specified in the Order or in the technical terms for provision of the Service agreed with the Customer.

8.4. Data Export

The Customer may export Customer Data using features available within the Platform or instruct 2BITS to prepare an export as an additional service where the standard features do not provide the required scope.

8.5. End of Access to the Platform

Before the Agreement or Subscription Period ends, the Customer should export the Customer Data it requires. Unless the Order, the DPA or mandatory law provides otherwise, Customer Data will remain available for 30 calendar days after access to the Platform ends. After that period, it may be permanently deleted or irreversibly anonymised.

9. Use under the On-Premises Model

9.1. Customer Infrastructure

Under the On-Premises model, the Customer is responsible for providing and maintaining infrastructure that meets the technical requirements specified by 2BITS, including operating systems, databases, networks, storage, certificates, backups and security mechanisms.

9.2. Installation and Updates

The Platform is installed, configured and updated by the Party specified in the Order. Where these tasks are performed by the Customer, the Customer is responsible for their proper performance in accordance with the Documentation.

2BITS may make the provision of support conditional upon the Customer using a currently supported version of the Platform and installing required security patches.

9.3. Security and Backups

Under the On-Premises model, the Customer is responsible for infrastructure security, administrative access management, system updates, network protection, backups, monitoring and recovery following a Failure unless the Order expressly assigns specific tasks to 2BITS.

9.4. Service Access

Where the provision of support requires access to the Customer's environment, the Customer will provide 2BITS with secure and restricted service access for the period necessary to perform the agreed activities.

9.5. SLA for the On-Premises Model

The SLA set out in Section 12 does not cover the availability or configuration of On-Premises infrastructure or components under the Customer's control. Response times may apply to software support where specified in the Order.

10. Integrations and Third-Party Services

The Platform may enable integration with third-party services, including identity management systems, email, payments, videoconferencing, HR systems, content repositories, SCORM, LTI, APIs and other solutions.

Use of a third-party service may require entering into a separate agreement, accepting terms and conditions or paying additional fees directly to that third party.

2BITS is not responsible for the availability, security, operation, modification or discontinuation of third-party services unless the Agreement expressly provides otherwise.

The Customer is responsible for the proper configuration of integrations, the scope of data transferred and having appropriate legal bases and authorisations to use third-party services.

11. Automation and Artificial Intelligence Features

The Platform may provide artificial intelligence or automation features to support Users in their work. These features are auxiliary in nature and may generate outputs that require verification.

The Customer is responsible for assessing the accuracy and suitability of outputs and ensuring appropriate human oversight before they are used.

Unless the Parties agree otherwise, 2BITS does not use Customer Content or Customer Data to train general-purpose AI models.

12. Service Level Agreement (SLA)

12.1. Scope of the SLA

The SLA applies to the production Environment of the Platform provided under the SaaS model unless the Order provides otherwise.

The SLA does not cover demonstration, test, pilot or development environments or versions made available free of charge.

12.2. Platform Availability

2BITS provides monthly availability of the production Environment of the Platform under the SaaS model of at least **99.0%**, unless the Order specifies a higher level.

Platform availability is calculated as the percentage of time during which the SaaS production environment is available, taking into account the exclusions set out in this SLA.

Availability = (total time in the relevant calendar month – downtime counted under the SLA) / total time in the relevant calendar month × 100%.

The following are excluded when calculating availability:

- scheduled work performed during a Maintenance Window;
- failures or restrictions resulting from networks, devices, software or services outside the control of 2BITS;
- issues caused by acts or omissions of the Customer, Users or the Customer's providers;
- unavailability resulting from the incorrect configuration of integrations, accounts, domains, certificates or external systems;

- attacks, force majeure events or security incidents that could not reasonably have been avoided despite the implementation of appropriate safeguards;
- suspension of the Service in accordance with the Agreement or as required by law;
- emergency work necessary to remediate a critical vulnerability or security threat;
- the duration of an error or feature restriction for which a workaround exists or which does not prevent basic use of the Platform.

If the minimum availability level specified in this Section is not met, the Customer may request a service credit in accordance with Section 12.8.

12.3. Scheduled Maintenance

2BITS may perform scheduled maintenance during Maintenance Windows. The Customer will be given reasonable advance notice, generally no fewer than 48 hours, of work that may cause material unavailability.

Emergency work may be performed without observing the above notice period where necessary to protect the Platform, Customer Data or Users.

12.4. Support Request Classification

- **Priority P1 – Critical:** complete unavailability of the production environment or a critical security Incident preventing most Users from using the core features of the Platform.
- **Priority P2 – High:** a serious restriction of a key feature with no reasonable workaround available, materially affecting a significant group of Users.
- **Priority P3 – Normal:** an error or feature restriction for which a workaround exists or which does not prevent basic use of the Platform.
- **Priority P4 – Low:** a question, request for information, development suggestion, cosmetic issue or request with no material impact on the operation of the Platform.

12.5. Response Times

Unless the Order provides otherwise, the maximum Initial Response times are:

- **P1:** within 2 Business Hours;
- **P2:** within 4 Business Hours;
- **P3:** within 1 Business Day;
- **P4:** within 2 Business Days.

The Initial Response time is calculated only during Business Hours and means the period from proper registration of a support request until 2BITS confirms its receipt and begins analysing it. It is not a guaranteed time for resolving the Incident or restoring the full functionality of the Platform.

12.6. Handling P1 Requests

P1 requests should be submitted through the support channel specified by 2BITS and include a description of the impact on the Customer's business, examples of errors, the time of occurrence and data enabling analysis.

The Customer should ensure the availability of a technical contact or Customer Administrator authorised to cooperate with 2BITS while the P1 request is being handled.

Requests submitted outside Business Hours are deemed received at the beginning of the next Business Hours unless the Order provides for support outside Business Hours or a 24/7 service.

12.7. Resolution and Workaround

2BITS takes action to restore the operation of the Platform as soon as reasonably possible. A resolution may consist of a permanent fix, update, configuration change or temporary workaround enabling continued use of the Platform.

12.8. Service Credits

A service credit is the Customer's exclusive remedy for failure to meet the availability level specified in Section 12.2, except where limiting such a claim would be prohibited under applicable law.

To qualify for a service credit, the Customer must submit a request within 30 days after the end of the calendar month in which the availability level was not met, together with information enabling the request to be verified.

If, following verification, 2BITS confirms that the minimum availability level specified in Section 12.2 was not met, the Customer is entitled to a service credit equal to:

- **5%** of the monthly Subscription value where monthly Platform availability was between **98.0% and 98.99%**;
- **10%** of the monthly Subscription value where monthly Platform availability was between **95.0% and 97.99%**;
- **20%** of the monthly Subscription value where monthly Platform availability was below **95.0%**.

The monthly Subscription value means 1/12 of the fees payable for an annual Subscription Period or the fees payable for one month where the Subscription was purchased for a period shorter than 12 months.

A service credit is applied by reducing the fees payable for the next Subscription Period or for other Services provided by 2BITS to the Customer, in particular implementation, training, consulting, development or maintenance services.

A service credit is not payable in cash, refundable or exchangeable for any other monetary benefit.

A service credit must be used within **12 months** after it is granted. It expires after that period unless the Parties agree otherwise.

Where the Order provides for a higher Platform availability level or different rules for calculating service credits, the provisions of the Order take precedence.

12.9. SLA Exclusions

The SLA does not cover issues resulting from:

- the Customer's failure to meet technical requirements;
- the use of an unsupported browser, system or integration version;
- unauthorised modifications to the Platform;
- improper use or use contrary to the Documentation;
- the Customer's failure to cooperate where such cooperation is necessary to diagnose or resolve an issue;
- limitations or failures of third-party services;

- actions taken at the Customer's request.

13. Technical Support

2BITS provides technical support to the extent specified in the Order. Support includes, in particular, receiving and analysing requests concerning the operation, errors and configuration of the Platform.

Unless the Parties agree otherwise, support does not include:

- creating or modifying Customer Content;
- administering User accounts on behalf of the Customer;
- supporting the Customer's systems, networks or devices;
- resolving issues in third-party services;
- training, consulting or implementation work beyond the scope of the Order;
- work resulting from unauthorised changes or incorrect configuration by the Customer.

2BITS may require the Customer to provide diagnostic information, logs, screenshots, user identifiers or other data necessary to analyse a request, subject to data protection and confidentiality requirements.

14. Security, Audit and Cooperation

2BITS implements technical and organisational measures appropriate to the nature of the Platform, the scope of data processed and the risk. Security information may be provided to the Customer in the course of entering into or performing the Agreement, subject to confidentiality requirements.

The Customer may request standard security information, certificates, audit results or security questionnaires. The information made available may be subject to confidentiality obligations.

An audit requiring non-standard involvement of 2BITS personnel, access to systems or preparation of additional documentation may require separate agreement on its scope, timing and costs.

The Customer may not conduct penetration tests, vulnerability scans or other security tests of the Platform without the prior written consent of 2BITS and agreement on the test rules.

15. Personal Data Protection and Confidentiality

15.1. Roles of the Parties

Each Party processes personal data for which it is the controller in accordance with applicable law. Information on the processing of personal data by 2BITS as a controller is provided in the Privacy Policy.

Where 2BITS processes personal data on behalf of the Customer in connection with the provision of the Services, the rules governing such processing, including its subject matter and duration, nature and purpose, types of personal data, categories of data subjects and the rights and obligations of the Parties, are set out in the DPA.

15.2. Data Security

2BITS implements appropriate technical and organisational measures to protect data processed under the SaaS model. The Customer is responsible for the proper configuration of the Environment, the scope of entrusted data, the management of User permissions and ensuring that its use of the Platform complies with applicable law.

Under the On-Premises model, the allocation of security responsibilities is set out in the Order, provided that the Customer is responsible at least for the infrastructure and configuration components under its control.

15.3. Confidentiality

Each Party undertakes to protect the other Party's confidential information and use it solely for the purpose of entering into and performing the Agreement. Access to confidential information may be granted only to persons who require it to perform the Agreement and are bound by confidentiality obligations.

The confidentiality obligation does not apply to information that has lawfully entered the public domain, was lawfully known to the receiving Party before disclosure, was lawfully obtained from a third party or was independently developed without using the other Party's confidential information.

Where disclosure is required by law or a competent authority, the disclosing Party will limit the disclosure to the minimum necessary and, where legally permissible, inform the other Party in advance.

16. Suspension of Access

2BITS may temporarily suspend access to the Platform to the extent necessary to protect the security of the Platform, Customer Data, Users or third parties where:

- use of the Platform violates the Agreement or applicable law;
- there are reasonable grounds to suspect unauthorised access or a security breach;
- the activities of the Customer or Users threaten the stability of the Platform;
- the Terms of Service or the Order permit suspension of the Service due to the Customer's failure to perform obligations that have become due;
- suspension is required by a public authority or applicable law.

Where possible, 2BITS will inform the Customer of the reasons for the suspension and allow the Customer to remedy the breach. Access will be restored once the reasons for suspension have ceased to apply, unless there are grounds for terminating the Agreement.

17. Consequences of Termination of the Agreement or Licence

When the Agreement ends or the right to use the Platform expires, the Customer and Users lose the right to access the Platform, subject to any agreed data export period and obligations arising under the DPA or applicable law.

Under the On-Premises model, the Customer will cease using the Platform and delete all copies of the software unless the Parties agree on another method of terminating the licence.

Provisions concerning intellectual property, confidentiality, data protection, liability, settlements and other rights and obligations that by their nature should survive the end of the Agreement remain in force.

18. Changes to the EULA

2BITS may update the EULA in the circumstances and in accordance with the rules specified in the Terms of Service, in particular in connection with changes in applicable law, development of the Platform, technological changes or security requirements.

Changes materially affecting the Customer's rights or obligations will be communicated with reasonable advance notice in accordance with the Terms of Service or the Agreement.

Changes do not affect individual terms specified in the Order unless the Parties agree otherwise.

19. Final Provisions

Any matters not regulated in the EULA are governed by the Terms of Service, the Order and applicable law.

The invalidity or ineffectiveness of any provision of the EULA does not affect the validity of the remaining provisions. The Parties will replace the invalid provision with a solution that reflects its economic and legal purpose as closely as possible.

The Customer may not assign any rights or obligations under the EULA without the prior consent of 2BITS, except where expressly permitted by the Terms of Service or the Agreement.

20. Related Documents

The provision and use of the Platform are jointly governed by the documents applicable to the relevant Customer:

- **Order** – specifies the individual scope of the Services, selected modules, limits, fees, Subscription Period, deployment model and agreed SLA parameters.
- **MyLearningDay Terms of Service** – governs entering into and performing the Agreement, payment rules, term, liability and the end of the cooperation.
- **EULA** – sets out the rules governing the use of the Platform, scope of the licence, technical requirements, support and the SLA.
- **DPA** – governs the processing of personal data by 2BITS on behalf of the Customer, where applicable.

The **Privacy Policy** is an informational document describing the processing of personal data by 2BITS as a controller and does not form part of the Agreement.

Document Information

- **Version:** 5.0
- **Effective date:** 1 August 2026
- **Last updated:** 2 July 2026
- **Document owner:** 2BITS