

NBOMBER LICENSE AGREEMENT

Version: 3.0
(effective as of September 1, 2025)

By accessing, installing, downloading, or otherwise using NBomber, You acknowledge that You have read, understood, and agree to be bound by the terms of this Agreement. If You are accessing or using NBomber on behalf of a Customer (a legal entity as defined below), You represent and warrant that You have the authority to enter into this Agreement on behalf of such Customer and to bind that legal entity to its terms. Use of NBomber is expressly conditioned upon Your acceptance of all the terms of this Agreement.

This NBomber License Agreement ("Agreement") is entered into by and between the customer ("Customer") identified in the corresponding Commercial Subscription order for the NBomber Software license and **NBomber LLC**.

1. DEFINITIONS

Capitalized terms not otherwise defined elsewhere in this Agreement will have the following meaning:

Activation Key: means the activation key provided by NBomber to activate Software under a Commercial Subscription, for the Subscription Period.

Commercial Subscription: means a paid subscription to the Software pursuant to an order form. An Activation Key, as defined above, is necessary for Commercial Subscriptions.

Software: the English version of the standard computer program(s) in executable object code, for which the License is granted to Customer under the Agreement and the Documentation, any Updates provided to Customer under the Maintenance, and all copies in whole or in part of the Software.

Pre-Release Software: means a beta or pre-release version of the Software.

Customer: the legal entity identified in the Purchase Order, which signs the Agreement and for which the License is granted and the Maintenance is provided.

Documentation: the English version of the documentation, which describes the main processes and guidelines to facilitate the installation and use of the Software, and its Update, if any, as provided to Customer by NBomber.

License: the right to use the Software in accordance with the terms of the Agreement.

Subscription Period: means the subscription period specified in an Order.

Third-party software: the third parties' open source software, which may be included in the Software defined in the Documentation and subject to their own license terms and conditions, as contained in the Documentation.

Update: any correction and/or enhancement of the Software provided to Customer as part of the Maintenance as they become available.

2. LICENSE & RESTRICTIONS

2.1 Subject to the terms and conditions of this Agreement and the applicable order form, NBomber grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable license during the term of the Subscription Period to use the Software for which

Customer has purchased a Commercial Subscription. The license should be used solely in connection with the Customer's internal operations.

2.2 The License being non-exclusive, NBomber reserves the right to commercialize directly or indirectly the Software and/or the Maintenance to any third party.

2.3 Customer agrees that it shall not (and will not allow any third party to):

- a) distribute or publish the Software license activation keys;
- b) sell, sublicense, rent, lease, distribute, allow any other people to use the Software for the benefit of a third party and/or provide any Software as a Service (SaaS), Application Service Provider (ASP);
- c) distribute the Software: as a standalone product or a similar product, or as a part of any (including yours) product.
- d) remove or change any product identification, proprietary, copyright, or other notices contained in the Software;
- e) reverse-engineer, decompile, disassemble, recreate the Software, even partially, or attempt to or enable third parties to perform such acts;

2.4 Customer acknowledges and agrees that in the event of any use of the Software by Customer beyond the limits defined in the Agreement, NBomber shall be entitled to invoice Customer for the amount that would be due if the same use was made under the applicable License.

2.5 Customer acknowledges and agrees that the Software may include Third-party software subject to open source license agreements and provided by NBomber "as is" without any warranty of any kind. In no event shall NBomber be liable for any damage suffered by Customer or a third

party, resulting directly or indirectly from the use of such Third-party software.

2.6 Customer acknowledges and agrees that the Pre-Release Software may include:

- a) is not guaranteed to be at the level of performance or compatibility of final, generally available products;
- b) may not operate correctly;
- c) may be modified at any time before being made generally available;
- d) may not be made available for general release;
- e) may not be used in a production environment;

2.7 Personal vs. Organizational Use

NBomber is free for personal use, including personal or hobby projects, benchmarks, tutorials, or the creation of educational or review content, including monetized content (such as blogs or videos). Personal use does not require a Commercial Subscription.

NBomber is not free for organizational use. Any use by, for, or on behalf of an organization—including businesses, government agencies, non-profits, or other legal entities—requires a valid Commercial Subscription.

2.8 Privacy and Data Collection

NBomber does not collect, transmit, or store any personal data. All operations performed by the Software are executed within the environment controlled by the Customer. NBomber LLC shall not be liable for any data loss or privacy issues arising from the use of the Software, except as

explicitly provided in this Agreement.

3. PROVISION OF THE SOFTWARE

The Agreement does not include any installation and/or setup services. Consequently, and unless otherwise expressly agreed between the Parties, Customer is solely responsible for the downloading and installing of the Software, for which NBomber shall not be held liable under any circumstances.

4. WARRANTIES

4.1 NBomber represents and warrants that:

- a) it has all rights necessary to provide the Software to Customer, and the Software does not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy, data security, or other rights of any third party;
- b) the Software is and will comply with the specifications in the Agreement and documentation;
- c) the Software provided under this Agreement does not contain any Trojan horses, worms, undocumented disabling devices, malicious code, or other internal component (e.g., a computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the Software;
- d) it has acquired and shall maintain in effect at all times during the Term any licenses and/or permits and/or mandated insurances necessary for providing the Software;

- e) the Software does not use any viral or copyleft open source materials that would impact Customer (i.e., obligate Customer to adhere to such open source licenses);
- f) it shall not use any cookies, action tags, or any similar current or future technology, used to obtain, track, monitor, implement any form of profiling, or assess information obtained through the use hereof under this Agreement except as may be expressly set forth herein in order to provide the Software;

4.2 NBomber is not liable for any damage caused by incorrect usage of the Software.

5. CONTINUITY SAFEGUARDS

5.1 In the event that NBomber LLC permanently ceases to exist as a legal entity—such as through dissolution, liquidation, or other formal termination of its business existence—NBomber LLC commits to releasing a version of the Software with all license validation mechanisms permanently removed. This version will enable continued use of the Software without requiring activation keys or reliance on commercial support. The release shall be made available to all customers.

5.2 In the event of such dissolution or permanent cessation of operations, NBomber LLC shall also publish the source code of the proprietary NBomber library (currently closed-source) under an open source license such as MIT or Apache 2.0. This ensures that Customers can continue to access, maintain, and operate the Software independently. The source code will be made publicly available in a recognized code repository.

6. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Delaware and the United States without regard to conflicts of laws

provisions thereof, and without regard to the Uniform Computer Information Transactions Act.