

## USER LICENSE AGREEMENT FOR ASKOM SOFTWARE

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### SOFTWARE LICENSE

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**THE SOFTWARE is licensed and not sold.** COPYING OF THE SOFTWARE CONSTITUTING THE SUBJECT OF THIS AGREEMENT IN SCOPE EXCEEDING THE CONDITIONS DESCRIBED IN THE AGREEMENT IS A VIOLATION OF THE COPYRIGHTS AND SHALL BE THE BASIS FOR ASKOM'S CLAIM FOR DAMAGES FROM THE LICENSEE, AND ADDITIONALLY EXPOSES THE LICENSEE TO PENAL RESPONSIBILITY.

#### 1. GRANTING THE LICENSE

1.1 ASKOM grants the LICENSEE with a license for the SOFTWARE, which is non-exclusive, not for resale<sup>1</sup>, terminable, non-transferable, indefinite in time and limited to the fields of use indicated in the Agreement, and for which a one-time License Fee was paid, and grants the following rights to the LICENSEE:

- a) WORKSTATION SOFTWARE: the LICENSEE can install and use one copy of the SOFTWARE on a single machine: workstation, terminal, operator panel or portable computer (referred to as the MACHINE).
- b) SERVER SOFTWARE: the LICENSEE can install and use one copy of the SOFTWARE on single machine operating as a network server (referred to as the SERVER) and use the SOFTWARE on workstations connected to the SERVER within the computer network, except that:
  - i each access to SERVER resources (application data) requires a separate Client Access License, referred to as CAL. Access to SERVER resources with use of WORKSTATION SOFTWARE does not require a separate CAL,
  - ii hardware or software reducing the number of devices directly accessing the SERVER (through multiplexing/grouping) does not reduce the number of required CALs; the number of CALs is equal to the number of machines effectively accessing the SERVER resources,
  - iii running any number of instances of the SERVER SOFTWARE at any one time using terminal services (Remote Desktop Services) in physical and virtual operating system environments requires a separate Concurrent Client Access License, referred to as concurrent CAL; the number of concurrent CALs is equal to the number of at any one time running SERVER SOFTWARE instances
  - iv each access to web SERVER (WWW) resources in physical and virtual operating system environments requires a separate concurrent CAL license; the number of concurrent CALs is equal to the number of web clients at any one time accessing web SERVER SOFTWARE
- c) INTEGRATED SOLUTION: the LICENSEE can install and use one copy of the SOFTWARE on single MACHINE/SERVER without the possibility to divide it, defragment it or use in conjunction with any other applications or in any other context unrelated to the INTEGRATED SOLUTION.
- d) PREVIOUS VERSIONS: the LICENSEE can install and continue to use previous versions of the SOFTWARE preceding the most current release obtained on the basis of this Agreement provided that the following conditions are met:
  - i use of the previous versions of SOFTWARE shall be subject to the provisions included in this Agreement,
  - ii the number of previous versions of the SOFTWARE that LICENSEE may install and use shall not exceed the total number of SOFTWARE licenses that he originally, legally licensed,
  - iii LICENSEE is acknowledging and agreeing, that ASKOM does not have any obligation to provide support for the previous versions of SOFTWARE other than as set forth in this Agreement,
  - iv some functions and benefits existing for the SOFTWARE version as set forth in this Agreement may not be available in relation to certain previous versions of that,
  - v nothing herein requires ASKOM to supply LICENSEE with media containing previous version of SOFTWARE as well as related documentation or any additional hardware locks.

1.2 The license authorizes only one entity (i.e. the LICENSEE) to use the SOFTWARE. License rights do not extend to Licensee's affiliates or subsidiaries.

#### 2. OTHER RIGHTS AND LIMITATIONS

2.1 **COPYRIGHTS.** The SOFTWARE is protected by copyrights. ASKOM and MICROSOFT<sup>2</sup> retain all legal titles, copyrights and all other property rights and reserved rights related to the SOFTWARE, together with logo, trademark, trade name, all images and graphical elements. All rights, which were not expressly granted to the LICENSEE on the basis of this License Agreement, are reserved for ASKOM.

2.2 **LIMITATIONS.** In particular, the LICENSEE has no right:

- a) to make copies of the SOFTWARE, except for making and storing one backup copy in case of damage to the installation media, to modify, translate, rework, adapt, decompile, disassemble, reverse engineer, disable or limit the functionality or to introduce any other changes to any part of the SOFTWARE, except for the scope expressly allowed by the unconditionally binding provisions of law,
- b) to transfer rights obtained on the basis of the Agreement to other persons or entities without a prior written consent of ASKOM,
- c) to multiply and distribute the SOFTWARE in any form and through any means, including lending, renting, leasing, hiring, hosting or reselling,

- d) to delete, modify or cover the markings, labels, trademarks or copyright information contained in the SOFTWARE,
- e) to exercise derivative rights to the SOFTWARE, i.e. to create derivative works, regardless of the purpose of such action. ASKOM retains the sole right to grant the authorization to exercise such derivative rights.
- f) to own or use any other hardware, device, software or other means designated to workaround or remove any form of copy protection used by ASKOM in relation to the SOFTWARE; furthermore, it has no right to use the SOFTWARE with use of the hardware dongle protecting against unauthorized use or any other copy protection device, which was not supplied by ASKOM or an entity authorized by ASKOM.

**2.3 TECHNICAL SUPPORT.** ASKOM provides technical support for the SOFTWARE. Each additional SOFTWARE component passed within the framework of technical support shall be considered as a part of the SOFTWARE and is subject to the provisions of this License Agreement.

**2.4 RISK.** The SOFTWARE is not fault-resistant. The SOFTWARE is not designed and cannot be used in high-risk applications, where a direct danger to human life or health may occur.

### **3. SOFTWARE UPDATES**

3.1 ASKOM shall inform about the SOFTWARE updates on its website. SOFTWARE versions are marked according to pattern "x.y.z", where "x" is a primary version number, "y" – a secondary version number and "z" – SOFTWARE release.

3.2 ASKOM is obliged to:

- a) provide the LICENSEE free of charge, on the basis of a written order, with a License allowing to use the new secondary versions and releases of the SOFTWARE. The LICENSEE shall bear the actual media and shipment expenses.
- b) provide the LICENSEE, on the basis of a written order, with a paid License allowing to use the new primary versions of the SOFTWARE, on condition of paying the preferential amount of the License Fee according to the current price list.

### **4. LIMITED GUARANTEE AND WARRANTY**

ASKOM guarantees that the media and hardware protection will be free from material defects and execution defects for the period of 12 months since the purchase data, on condition of their normal use. The entire liability of ASKOM and all LICENSEE claims related to the granted guarantee shall be limited to, according to sole discretion of ASKOM:

- a) replacement of SOFTWARE media,
- b) replacement of hardware protection.

The basis for LICENSEE claims related to the rights resulting from this guarantee is the License number or the hardware protection number. Replacement of the media/hardware protection shall be performed only when the LICENSEE returns the defected media/hardware protection. Except for the above provision, ASKOM does not extend any guarantee for the SOFTWARE, including the implied guarantee of applicability for commercial or other purposes. ASKOM does not guarantee that the SOFTWARE shall comply with the LICENSEE's requirements, its operation will be continuous and fault-free, will not crash the machine, and the errors in the software will be corrected. Furthermore, on the basis of article 558 of the Civil Code, ASKOM liability for SOFTWARE fault warranty is excluded.

### **5. LIMITATION OF LIABILITY**

With exclusion of unconditionally binding provisions of law, ASKOM shall not bear any liability towards the LICENSEE for damages resulting from LICENSEE's use of the SOFTWARE, and in particular, for lost profits and incurred losses, direct and indirect damages, and loss of data by the LICENSEE.

This limitation of ASKOM's liability shall apply in all cases of damages on the side of the LICENSEE, including the damages resulting from use or inability to use the SOFTWARE, regardless of how they occurred, and the rules of liability, even if ASKOM was informed about the possibility of such damages of losses.

In no case the liability of ASKOM towards the LICENSEE resulting from the violation of the Agreement shall exceed the amount of the License Fee paid for use of the SOFTWARE.

### **6. ENTIRETY OF THE AGREEMENT**

The Agreement constitutes the entire agreement between the LICENSEE and ASKOM in relation to its subject and supersedes all other oral or written agreements, advertising information, offers, representations or warranties related to the SOFTWARE.

### **7. THE GOVERNING LAW AND PROPER COURTS**

The Agreement is governed by the Polish law. Disputes arising in relation to execution of the Agreement shall be settled by the Polish courts appropriate for the seat of ASKOM.

### **8. TERMINATION OF THE AGREEMENT**

The Agreement is valid until it is terminated. The LICENSEE has the right to terminate the Agreement at any time with a written notice to ASKOM. ASKOM has the right to terminate the Agreement immediately in each case, when the LICENSEE's violation of the provisions of this Agreement is found. The LICENSEE is obliged to cease any use of the SOFTWARE, remove the SOFTWARE from its machines and destroy or send the SOFTWARE back to ASKOM, together with hardware protection and all copies, immediately after the termination of the Agreement. If the LICENSEE decides to destroy the SOFTWARE, it is obliged to send to ASKOM a written confirmation of destroying of the SOFTWARE.

### **9. FINAL PROVISIONS**

In scope not provided for in this Agreement, the regulations of the Civil Code and the Act on Copyrights and Derivative Rights shall apply. All changes and amendments to the Agreement shall be binding only if made in writing and signed by the authorized representative of each of the parties.

License issuing date: **dd-mm-yyyy**

<sup>1</sup> This limitation does not apply to authorized Asix Software Integrators (IPA) and Purchasers, who acquire the SOFTWARE from ASKOM with purpose of further resale. The SOFTWARE subject to resale cannot be used for internal purposes of IPA and/or the Purchaser.

<sup>2</sup> Pertains to the INTEGRATED SOLUTION.