SoftwarePlant End-User License Agreement

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IF YOU ARE NOT AUTHORIZED TO ENTER INTO THE AGREEMENT, OR IF YOU DO NOT AGREE TO ALL THE TERMS OF THE AGREEMENT, THEN YOU MUST NOT CLICK ON THE "I ACCEPT" BUTTON, AND YOU MUST NOT INSTALL, ACCESS, COPY OR USE THE LICENSED PRODUCT.

THE AGREEMENT IS OFFERED ONLY TO PERSONS WHO ARE NOT CONSUMERS UNDER ANY APPLICABLE LAW. IF YOU ARE A CONSUMER, YOU ARE NOT AUTHORIZED TO ENTER INTO THE AGREEMENT. IN PARTICULAR, IF YOU RESIDE WITHIN THE EUROPEAN UNION, YOU ARE A CONSUMER IF YOU ARE A NATURAL PERSON PURPORTING TO ENTER INTO THE AGREEMENT FOR ANY PURPOSE OUTSIDE YOUR TRADE, BUSINESS, CRAFT OR PROFESSION.

THE LICENSED PRODUCT IS NOT INTENDED FOR MOBILE DEVICES.

The Agreement, effective as of the date you accept the terms hereof, is entered into between yourself (hereinafter referred to as "the Licensee") and SoftwarePlant spółka z ograniczoną odpowiedzialnością sp.k. (registered address: Górna Droga 5, 02-495 Warsaw, Poland) including its subsidiaries and affiliates (hereinafter referred to as "the Licensor").

1. DEFINITIONS

The definitions and rules of interpretation in this clause apply in the Agreement.

**Authorized User** - a person who accesses and uses the Software under the License.

**Cloud Products** - Software of the Licensor hosted in the SaaS (Software as a Service) model.

**Confidential Information** - all trade secrets, know-how, software and other financial, business or technical information of the Licensor or any of its suppliers that is disclosed by or for the Licensor in relation to the Agreement, but not including any information the Licensee can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the Licensor, (b) generally available to the public without breach of the Agreement or (c) independently developed by it without reliance on such information. The licensed product is Licensor's Confidential Information.

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**License** - the user license granted under clause 5 of the Agreement to permit an End Up user to use the Software.

**Software - Power-up** computer program of SoftwarePlant along with all user documentation in respect of this program and any Modification which is acquired by the Licensee during the subsistence of the License.

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Subject to all terms and conditions in the Agreement, the Licensor grants the Licensee at no charge a nonexclusive, nontransferable, non-sublicensable right and license to have the User use the Cloud Product without modification.

3. LIMITATIONS

Licensed Product may only be used for the internal business purposes of the Licensee, but not by more than the number of Authorized Users.

4. DURATION

Subject to the terms of the Agreement the term granted hereunder shall be the period of time of the Licensed Product subscription.
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The Agreement applies to updates, supplements, add-on components, of the Software that the Licensor may provide to the Licensee or make available to the Licensee during license subscription, unless the Licensor provides additional terms therewith.

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The Licensor may offer support services and such services may be subject to the payment of additional Fees.

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Except for the specific rights granted by the Agreement, the Licensee shall not possess, use or disclose any Confidential Information without the Licensor's prior written consent, and shall use reasonable care to protect the Confidential Information. The Licensee shall be responsible for any breach of confidentiality by his employees or affiliates.

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13. **GENERAL PROVISIONS**
The Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of the Agreement.

14. **GOVERNING LAW**
The Agreement shall be governed by and construed in accordance with the laws of Poland without regard to its conflicts of law provisions.

15. **ACKNOWLEDGMENT**
The Licensee acknowledges that (a) the Licensee has read and understands the Agreement, (b) it has had an opportunity to have its legal counsel review the Agreement, (c) the Agreement has the same force and effect as a signed agreement, (d) the Licensor requires identification of the User and the Licensee before issuing the License and (e) issuance of the License does not constitute general publication of the Licensed Products or any other Confidential Information.