SoftwarePlant End-User License Agreement

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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: ul. Lopuszańska 95, 02-457 Warsaw, Poland) including its subsidiaries and affiliates (hereinafter referred to as "the Licensor").

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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 products are Licensor's Confidential Information.

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Licensed Products may only be used for the internal business purposes of the Licensee, but not by more than the number of Authorized Users for which all Fees have been paid by or on behalf of the Licensee.

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The Licensee shall pay (or cause to be paid to) the Licensor any and all Fees for the Licensed Products, in the amounts and at the times agreed by the Licensor during the purchase process.

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

5. CONFIDENTIALITY
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9. LIMITED WARRANTY
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THE SOFTWARE and MAINTANANCE (Clause 4) ARE PROVIDED “AS IS” WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND. THE LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS OR MAINTANANCE WILL MEET THE LICENSEE’S REQUIREMENTS OR THAT THEY WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW and except otherwise expressly contained in the Agreement, THE LICENSOR HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES OR REMEDIES, whether express, implied or statutory, including but not limited to the performance, condition, merchantability, fitness for a particular purpose, data accuracy, availability, or reliability. Additionally, the Licensee acknowledges that the Licensor’s Cloud Products are hosted by third-parties, and that the availability of those Cloud Products is subject to a third party’s Service Level Agreement.

9.2. Non-excludable Remedies
The Licensee may have remedies against the Licensor imposed by law or statute that cannot be excluded by the Licensor and its third party suppliers. To the extent the Licensee has such legal remedies against the Licensor or its third party suppliers then to the fullest extent permitted by law the Licensor and its third party suppliers’ liability are limited (a) at the Licensor’s option, to: (i) in the case of the Software: 1) repairing or replacing the Software; or 2) the cost of such repair or replacement; and (ii) in the case of Maintenance; 1) resupply of the Maintenance; or 2) the cost of having the Maintenance supplied again; or (b) if the limitation set forth in Clause 10.2(a) is not applicable, then the Licensor’s maximum liability shall be equal to (i) 25% of the annual Fee actually paid by the Licensee for the
Software (if the Fees are charged on an annual basis) or (ii) three times the monthly Fee actually paid by the Licensee for the Software (if the Fees are charged on a monthly basis).

10. LIMITATION OF LIABILITY
10.1. Limitation of liability
The Licensor shall not be liable to the Licensee where faults arise from:
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(b) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by;
(c) any breach of the Licensee’s obligations under the Agreement;
(d) any modification not authorized by the Licensor resulting in a departure from the Agreement; or
(e) any operator error on the part of the Licensee.

10.2. Limitation on Damages
Notwithstanding anything in the Agreement, except for liabilities arising from (i) the indemnity obligations under Clause 8 (indemnification), (ii) the gross negligence or willful misconduct of a party, or (iii) the breach of a party’s obligations under Clause 6 (IP), in no event shall (a) the Licensor or its third party suppliers be liable with respect to any subject matter of the Agreement under any contract; tort including negligence or strict liability; indemnity or other legal, contractual or equitable theory for any indirect, special, punitive, incidental or consequential damages, however caused and whether or not advised in advance of the possibility of such damages; damages for lost profits or lost data; or cost of procurement of substitute goods, technology or services; or (b) the Licensor’s aggregate liability arising under, with respect to, or in connection with the Agreement exceed 25% of the annual Fee actually paid by the Licensee for the Software (if the Fees are charged on an annual basis) or (ii) three times the monthly Fee actually paid by the Licensee for the Software (if the Fees are charged on a monthly basis).

For clarity, the maximum liability of the Licensor under this Agreement shall not exceed 25% of the annual Fee actually paid by the Licensee for the Software (if the Fees are charged on an annual basis) or (ii) three times the monthly Fee actually paid by the Licensee for the Software (if the Fees are charged on a monthly basis)

The export of the Software from the country of original purchase may be subject to control or restriction by applicable local law. The Licensee is solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any necessary authorisation. The Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

11. TERMINATION
11.1. Right to termination
Without prejudice to any other rights and in addition to any other termination rights in the Agreement, SoftwarePlant may terminate with immediate effect, the Agreement if
(a) the Licensee fails to comply with the terms and conditions of the Agreement; or
(b) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts; or
(c) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee; or
(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Licensee (being a company); or
(f) the holder of a qualifying floating charge over the assets of the Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or
(g) a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee; or
(h) a creditor or encumbrancer of the Licensee attaches or the Licensee takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Licensee’s assets and such attachment or process is not discharged within 14 days; or
(i) the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2. Obligation of the Licensee
Immediately upon termination of a license granted under the Agreement, the Licensee must at its own cost:
(a) cease permitting access to and procure that all Authorized Users immediately cease all use of the Software; and
(b) remove all copies of the Software from its computer systems; (c) provide SoftwarePlant with a written certification
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12. GENERAL PROVISIONS
12.1. Entire Agreement
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. Terms set forth in the Licensee Purchase Order (or any similar document) that are in addition to or at variance with the terms of the Agreement are specifically waived by the Licensee. All such terms are considered to be proposed material alterations of the Agreement and are hereby rejected. No waiver, consent or modification of the Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under the Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of the Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

12.2. 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.

12.3. Notices
Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested. Notices shall be delivered to the address specified by the Licensee when the Licensed Product was ordered, or to the address above for the Licensor, as the case may be, or at such other address designated in a subsequent notice. Consents and approvals required under the Agreement may be provided electronically, if they are provided in a jurisdiction that recognizes electronic signatures as enforceable under the particular circumstances. All notices shall be in English, effective upon receipt or, if refused, three (3) business days after being sent as set forth above.

12.4. 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.