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6.6.   Notwithstanding the other provisions of this License Agreement, the Licensee shall be authorised to grant a sub-license to a Third Party for making use of the Software only to the extent necessary for providing the Third Party with the possibility of providing Outsourcing to the Licensee or its Affiliates and within the Licensee's or its Affiliates' business processes operated by the Software. For the avoidance of any doubt, the Parties represent that in no circumstances is the Third Party authorised to grant a further license (sub-license) for making use of the Software, except the natural persons who are members of the Third Party's personnel.

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6.9. The Licensee's Client shall be authorised to Use the Software and the Environment Database provided that (i) the Licensee grants it a sub-license under a separate agreement, (ii) all Named End Users being members of the Licensee's Client's personnel Use the Software under WEBCON BPS User CAL licenses obtained by the Licensee; (iii) the Licensee's Client only makes use of the Environment, the Environment Database and the Database Engine Used by the Licensee.

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11. <u>Confidentiality</u>

11.1. Both Parties shall keep Confidential and Privileged Information, including any trade and business secrets that they may have disclosed to each other in relation to the License Agreement. The License Agreement and its terms and conditions shall remain confidential as well (as Privileged Information of the other Party).

11.2. The following information will not be treated as confidential nor privileged:

11.2.1. Information which has become known or available without any fault on the part of the receiving Party;

11.2.2. Information which has to be disclosed in accordance with binding common legal regulations and legal proceedings, including the claim for injunctive relief or redress of any claims resulting from the License, provided that the Party concerned is properly and in due time informed of the disclosure and its scope. The scope of the disclosure should be limited only to the information which is absolutely necessary to be disclosed and is disclosed only to the person duly entitled to receive it;

11.2.3. Information which has to be disclosed as a result of the order of a court, if the disclosing Party is informed on the decision immediately and the order cannot be appealed.

11.3. The Parties may disclose Confidential and Privileged Information to the personnel of Affiliates, Third Parties and Licensee's Clients, only to the extent necessary to fulfil obligations resulting from the License Agreement or to control realization of the obligations, and provided that a non-disclosure obligation is imposed on such persons.

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12.5. The provision referred to in clause 12.4. above shall apply notwithstanding other agreements made by the Parties, including in particular the Software Assurance License Agreement or the Subscription Agreement.

12.6. If special modifications of the License Agreement in relation to the provisions of the Licensor's contractual template of the General Terms and Conditions of the license are agreed in the provisions of the Order, the Subscription Agreement or other separate agreements made by the Parties, such special modifications shall apply reflecting the intentions of the Parties to the fullest extent, also to the License Agreement amended in accordance with clause 12.4. above, unless the Licensor's then-current contractual template of the General Terms and Conditions of the license expressly exclude the application of such special modifications.

13.   **Final Provisions**

13.1. This License Agreement is the Licensor's contractual template of the General Terms and Conditions of the license and is available on its website at the following address https://webcon.com/pl/eula/.

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13.7. In the event of termination or expiry of the License Agreement on any grounds, including as a result of notice of termination by either Party, the Licensee shall immediately, no later however than within 3 days of the date of expiry of the License Agreement, discontinue the Use of the Software and the Documentation and delete the copies of the Software and the Documentation in its possession, informing the Licensor thereof. If the Licensee used the Software on infrastructure made available by the Licensor, the Licensor shall delete the Software and any Licensee's data (including Environment Database) on such infrastructure within the time referred to in the preceding sentence. Termination or expiry of the License Agreement shall be without prejudice to the validity of the provisions of the License Agreement concerning the confidentiality of the Confidential and Privileged Information, Payments and the liability of the Parties.

13.8. In the event of expiry of the License Agreement on any grounds, including without limitation as a result of its termination by the Licensor under clause 13.3. above, the Licensee shall not be authorised to claim from the Licensor the payment of any pecuniary amounts, including without limitation the Licensee shall not be authorised to claim refund of the Payment made either in whole or in part.

13.9. The License Agreement shall be governed by the law which applies in the Republic of Poland.

13.10. All disputes resulting from and related to the License Agreement should be solved in an amicable manner. If the Parties cannot reach an agreement, within a month upon being summoned to settle, the dispute shall be resolved in accordance with the Rules of Arbitration of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw (in Polish: Sąd Arbitrażowy przy Krajowej Izbie Gospodarczej w Warszawie) binding at the moment of initiation of the dispute, by an arbiter or arbiter appointed in accordance with the Rules of Arbitration.

13.11. If any part of the License Agreement is found void or unenforceable in accordance with the applicable law, the remaining provisions of the License Agreement shall remain in full force and effect.

13.12. Each declaration in relation to the License Agreement, including changes of the Pricelist, may be communicated to the other Party via email or by means of postal services (including courier services).

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13.15. Any attachments to this License Agreement shall form its integral part.

Software Assurance License (SAL) Agreement

1. <u>**General Provisions**</u>

1.1. The subject of this Software Assurance License Agreement (hereinafter referred to as: "**SAL"** or "**SAL Agreement"**) is to specify the terms and conditions of updating the Software to newer Versions.

1.2. This SAL Agreement is made in connection with the conclusion of the License Agreement by the Parties.

1.3. The basis for concluding the SAL Agreement is an Order placed by the Licensee with the Licensor or WEBCON Partner. The Order shall specify in particular the Package start and finish dates.

1.4. **Term** – this SAL Agreement is made, depending on the basis for the conclusion of the License Agreement for a multiple of twelve months:

    1.4.1. the period specified in the Order for the Software Assurance Package, or

    1.4.2. the period specified in the Agreement for Granting Licenses to Software Assurance Packages.

1.5. **Software Assurance Package, Package** – the Licensee shall receive the following components within the Package:

    1.5.1. access to and entitlement to make use of the Versions published during the Term and the extension of the License Agreement to include such Versions, as well as the Corrections and Releases assigned to such Versions.

    1.5.2. access to and entitlement to make use of the Documentation published during the Term and the extension of the License Agreement to include such Documentation.

1.6. The Parties agree that the Package components referred to in clause 1.5. above, shall be provided to the Licensee in electronic form upon the terms and conditions of the License Agreement attached to such components, subject to clause 12. of the License Agreement.

1.7. The Parties agree that for the purpose of performance of the SAL and the resulting settlements, the term of the SAL shall be divided into twelve-month settlement periods during which the Licensee may use the services under the SAL.

1.8. The Payment for the possibility of using the Package shall be calculated each time as the product of the number of all licenses obtained by the Licensee under the License Agreement, their price indicated in the Pricelist valid as of the date of placing the Order for the Package and the percentage of the payment for the Software Assurance payment indicated in the said Pricelist, wherein

    1.8.1. where an Order is placed for the Package in parallel with a license Order (in the case of the first Package) or before the expiry of the Term (in the case of purchasing another Package), the amount of the Payment shall be calculated as a percentage of the payment for the Software Assurance specified in the Pricelist as Early Software Assurance (as of the date of execution of the License Agreement it shall be 15%).

    1.8.2. in any other case, the amount of the Payment shall be calculated according to the percentage specified in the pricelist as Software Assurance (as of the date of execution of the License Agreement it shall be 25%).

The terms and conditions set forth in this section shall not constitute an obligation of the Licensor or an offer but are for information purposes only and are valid as of the date of execution of this SAL Agreement.

1.9.   Where additional licenses for the Software or Documentation are purchased during the term of the SAL Agreement, the Licensee is obliged to make an additional Payment in connection with the increase in the Pricelist Value of the Software.

1.10.   The additional amount of the Payment referred to in clause 1.9. above, shall be calculated proportionally (with the accuracy to full calendar months, rounded up) to the term of the current Package on the basis of the arrangements made in the Order. The amount of the additional payment shall be an item on the invoice for the purchase of such additional Software licenses.

2.   **Final Provisions**

1.11.   Matters not regulated in this SAL Agreement shall be governed by the provisions of the License Agreement.

1.12.   Any capitalised terms in this SAL Agreement have the meanings given to them in the License Agreement. Whenever reference is made in this SAL Agreement to a Payment – this shall apply to the fee due to the Licensor for making Packages available to the Licensee under the SAL Agreement; to the remaining extent, the provisions of the License Agreement concerning the Payment, defined in this License Agreement shall apply.