

\* The text of the End User License Agreement below was translated from Polish. If there are any discrepancies or differences between the English and Polish versions, the text in the Polish language shall prevail

## **END USER LICENSE AGREEMENT for the use of Nembus PSIM Software Product**

This End User License Agreement (hereinafter referred to as the Agreement) is a legal agreement between the Licensor and the Licensee regarding the use of Nembus PSIM Software Product (hereinafter referred to as the Software Product) by the Licensee, which is concluded by the Licensee's accession to the terms of this Agreement.

### **1. TERMS AND DEFINITIONS**

1.1. Software shall mean the Nembus PSIM Software Product, a single platform designed to integrate unrelated software products, systems and devices and to effectively manage them through a single user interface, and operates the events from different subsystems and is a common management and response environment.

The Software Product includes both related and unrelated components of the Software Product, any corrections, changes, updates, supplements, additions, extensions of the Software Product functionality (provided that the Licensee has the right to receive them), as well as any media, printed materials, electronic documentation or documents on the Licensor's portal related to the Software Product.

1.2. Licensor is the owner (Rightholder) of exclusive proprietary copyrights shall be SOFIT SOLUTIONS LIMITED LIABILITY COMPANY, a legal entity incorporated under the laws of Poland, NIP: 1133063514, Regon: 522412980, POLAND, 03-977 WARSAW, 19W ALGIERSKA STREET.

1.3. Licensee (End User) shall mean a legal entity that receives a non-exclusive right to use the Software Product, within the limits and in the manner specified herein.

1.4. License shall mean the Licensor's permission to use the Software Product by the Licensee under the conditions specified herein.

### **2. LICENSE GRANT**

2.1. The License shall be granted by the Licensor to the Licensee solely for the use of the Software Product on the terms set forth in this Agreement.

2.2. Prior to the use of the Software Product, the Licensee shall be given the opportunity to read the terms of this Agreement, the text of which is posted on [www.sofit.solutions/nembus-psim](http://www.sofit.solutions/nembus-psim).

2.3. If the Licensee receives, installs, copies, downloads, activates or otherwise uses the Software Product, this shall mean the Licensee agrees to comply with the terms hereof and consents to accede hereto.

2.4. If the Licensee agrees to comply with the terms hereof, they shall have the right to use the Software Product within the limits and in the manner specified herein.

2.5. If Licensee does not agree to the terms hereof, the Licensee shall not install, copy, download, utilise or otherwise use the Software Product.

### **3. TERMS OF USE**

3.1. The term of the License is unlimited.

Certain components of the Software Product may have a limited period of use, of which the Licensor shall notify the Licensee before purchasing such components as part of the Software Product.

3.2. The territory covered by the License is the whole world.

The Software Product shall not be sold, utilised and/or otherwise used in the territory and/or by the entities subject to restrictive measures (sanctions) imposed by Poland, foreign states, international bodies or institutions, and compliance is accepted by Poland.

3.3. The type of License is non-exclusive.

3.4. The scope of rights provided under the License is as follows:

3.4.1. The Licensee shall have the right to use the Software Product solely within their own business activities and strictly according to its intended functional purpose.

3.4.2. The Licensee shall not assign its rights under this License to any third party.

The Licensee shall have the right to provide an opportunity for and authorize the use of the Software Product by Affiliates (their employees, representatives) upon a relevant notification of the Licensor of such use, and shall be solely responsible for the compliance of such Affiliates with the terms of this Agreement.

3.4.4. The Licensee shall have the right to make one backup copy of the Software Product on a permanent storage media, provided that this backup copy is not installed and is not used on other equipment.

3.4.5. The Licensee shall not have the right to copy and/or transfer the Software Product to any media, except for the conditions specified herein.

3.4.6. The Licensee shall not independently modify, supplement, decompile, reverse-engineer, disassemble, translate, adapt or make any other changes to the Software Products

3.4.7. The Licensor reserves the right to update and change the content and scope of the Software Product, expand its characteristics and functionality, its accompanying files, documentation, and other elements from time to time and at the Licensor's own discretion, without the consent of the Licensee. Such updates and changes may be provided by the Licensor both free of charge

as automatic updates and for a fee stipulated by the Licensor or free of charge in the form of add-ons to the Software Product or individual Software Products.

3.4.8. The Licensor shall provide support for the Software Product in order to eliminate errors in the operation thereof. The terms of obtaining the right to receive Software Product support by the Licensee, the scope and conditions of such support will be determined individually and will depend on the terms and volumes of purchase of the Software Product by the Licensee.

3.4.9. The Licensee shall have the right to use the Software Product on any operating system.

3.4.10. The Licensee shall have the right to use the Software Product on any hardware or software platform.

3.5. Beta-, demo versions of the Software Product and a temporary license.

3.5.1. If a beta and/or demo version of the Software Products is provided to the Licensee, the Licensee shall obtain an appropriate test and/or pilot license or other similar temporary license for a specific purpose (testing and/or evaluation) in the manner and under the conditions specified in this Agreement, taking into account that the provision of such License is limited to the purpose and term of use of the Software Product.

3.5.2. All restrictions and requirements for the use of the Software Product by the Licensee set forth herein shall also apply to temporary use of the beta and/or demo version of the Software Product.

3.5.3. The beta and/or demo version of the Software Product shall be provided on an "as is" basis without any warranty, express or implied, may operate imperfectly, contain errors or defects, and its use may lead to unexpected results. The Licensee shall use the beta and/or demo versions of the Software Product at Licensee's sole discretion and risk, understanding that it is not intended for full use in production or critical systems.

3.5.4. The Licensor shall not provide any support and/or updates for beta and/or demo versions of the Software Product.

#### 4. LICENSE FEES

4.1. The cost of the License shall be included in the cost of the Software Product purchased by the Licensee. The fee for obtaining the License shall not be paid separately.

#### 5. NO WARRANTY

5.1. The Software Product shall be provided as is, except as expressly set forth in this Agreement.

5.2. This Agreement does not guarantee that the Software Product will operate without errors in Licensee's operating systems and/or hardware or software platforms, or will fully comply with Licensee's requirements.

5.3. In no event shall Licensor be liable for any special, incidental, indirect or consequential damages arising out of or in any way related to the use or inability to use the Software Product, the provision or non-provision of any services, information, Software Product and related content arising out of the use of the Software Product or otherwise under or in connection with this Agreement.

#### 6. INDEMNIFICATION

6.1. If the Software Product becomes the subject of an intellectual property infringement claim of any third party, the Licensor, at their own request and at their own discretion, may:

- replace or modify the Software Product so that it does not violate the copyright;
- refund any license fees associated with these Software Product paid by Licensee.

#### 7. COPYRIGHT

7.1. Licensor's rights are protected by the copyright law s of Poland, other copyright laws and international agreements.

7.2. The Licensor reserves all rights in and to the Software Product. The Licensor grants the Licensee the right to use the Software Product only within the limits specified herein.

7.3. The Licensee shall not remove any copyright notices or proprietary notices from the Software Product.

7.4. This Agreement grants the Licensee a non-transferable, non-exclusive, and limited right to install and use a copy of the Software Product. All other rights remain vested with the Licensor.

7.5. The Licensee shall prevent all and any violations of the property and non-property rights of holders of Software Product copyright, and, if the Licensee discovers such violations on their own part or on the part of any third parties, they must immediately inform the Licensor.

#### 8. MARKETING

8.1. The Licensee agrees that Licensor may refer to the Licensee in marketing materials and on the website.

8.2. The Licensor's right specified in Clause 8.1 hereof may be waived at the Licensee's written request made prior to the parties' entry into this Agreement or thereafter, in which case the waiver of such right may take up to 30 days to remove the associated marketing materials.

#### 9. RELEVANT LAWS

9.1. This Agreement is subject to the laws of Poland.

9.2. The export of the Software Product is regulated by the export regulations of Poland.

#### 10. COMPLIANCE WITH LAWS

10.1. In no event shall the Software Product be used for the purpose of unauthorized access to information or in other activities that may violate any international, national, state, regional or local laws and regulations, including but not limited to laws

on the protection of personal data, copyright and related rights, rights to inventions and utility models, protection of public morals, etc. The Licensor reserves the right to refuse to grant the Software Product License to the entities that have been sanctioned or to any persons that are suspected, based on specific irrefutable evidence, of being or having been engaged in, or pose a significant risk of becoming engaged in activities that are illegal, unacceptable, or threaten the national security or safety of any person.

10.2. The Licensee shall apply and use the Software Product only in accordance with the applicable laws of the relevant jurisdiction, country or region, and applicable rules and regulations, including those related to export control or other trade restrictive measures, applicable sanctions, etc., and shall be solely responsible for learning such laws and restrictions and complying therewith. The Licensor shall accept no liability for violation of such laws and/or restrictions, as well as any direct, indirect or consequential loss or damage caused by violation of such laws and/or restrictions.

#### 4. TERMINATION

4.1. This Agreement shall be terminated in the following cases:

4.1.1. If there is a License expiration date specified, it shall be terminated on the date of expiration.

4.1.2. The Licensor may terminate this Agreement if the Licensee fails to comply with the terms hereof.

4.1.3. Decommissioning of the Software Product.

4.2. Immediately upon the termination of the License granted hereunder, the Licensee shall, at its own expense, terminate access to the Software Product and ensure that all authorized users immediately cease all use of such Software Product, except for using the Software Product one time only to export the data collected by the Software Product.

#### 5. CONFIDENTIALITY

5.1. Each party agrees that the computer code, drawings, know-how, business, technical and financial information disclosed to one party (the Receiving Party) by the other party (the Disclosing Party) shall be the property of the Disclosing Party (the Confidential Information) provided that it has been identified as Confidential at the time of disclosure. Except as expressly stated herein, the Receiving Party shall not use or disclose any Confidential Information.

5.2. The Receiving Party's obligation of non-disclosure shall not apply to the information:

5.2.1. rightfully owned by the Receiving Party or known to the Receiving Party prior to receipt from the Disclosing Party;

5.2.2. which has become public knowledge through the fault of the Receiving Party;

5.2.3. which is duly received by the Receiving Party from a third party without breaching any confidentiality obligation;

5.2.4. which is independently developed by employees of the Receiving Party who had no prior access to such information.

5.3. The Receiving Party may also disclose Confidential Information if required to do so by regulation, law or court order (but only to the minimum extent necessary to comply with such a regulation or order and upon a prior notification of the Disclosing Party).

5.4. The Licensor may collect with the Software Products various information related to the use of the Software Product by the Licensee and further analyse it in order to improve the products and services. The collection, storage and analysis of such data is carried out in accordance with the Privacy Policy and other provisions established by the current laws of Poland and the laws of the European Union, including the General data protection regulation.

#### 13. PERSONAL DATA PROTECTION

13.1. The Parties understand that entering into this Agreement is the basis for processing the personal data of the data subjects of the Parties.

13.2. The Parties understand that:

13.2.1. The Subjects of personal data of the Parties are individuals who directly perform actions for the conclusion and execution of this Agreement.

13.2.2. Personal data of the personal data subjects of the Parties are as follows:

13.2.1. Surname, name and e-mail, place of work and position of the Licensee's personal data subject;

13.2.2. Surname, name, e-mail, telephone, residential address, identification code, bank account number of the Licensor as a personal data subject.

13.2.3. The purpose of processing by a Party of personal data received from the personal data subject of the other Party as a result of the conclusion and execution of this Agreement by the Parties shall be as follows:

13.2.3.1. fulfilment by the Parties of their obligations hereunder;

13.2.3.2. fulfilment by the Parties of the requirements of the law on the provision by the Parties of financial, statistical and other reporting to the competent authorities of the states of the Parties.

13.2.4. The period of processing of personal data received from the personal data subject of the other Party as a result of the conclusion and execution of this Agreement by the Parties shall be as follows:

13.2.4.1. Regarding the purpose of processing provided for in clause 13.2.3.1 of the Agreement – during the term of the Agreement;

13.2.4.2. Regarding the purpose of processing provided for in clause 13.2.3.2 of the Agreement – within the period specified by law (including the period of storage of documents).

13.3. Each Party shall take all and any actions it is capable of to avoid unauthorized access, dissemination of personal data of the personal data subjects of the other Party.

13.4. Each Party shall immediately (as far as possible) notify the personal data subject of the other Party about each case of unauthorized access, dissemination of personal data of the personal data subjects of the other Party.

#### **14. AMENDMENTS**

14.1. This Agreement shall become effective on the date of acceptance of its terms by the Licensee in the manner prescribed by this Agreement. This Agreement may be amended only in writing signed by both Parties, except as expressly set forth in the Agreement.

14.2. The text of the Agreement may be updated from time to time without prior notice to the Licensee and published on [www.sofit.solutions/nembus-psim](http://www.sofit.solutions/nembus-psim).

14.3. If any provision of the Agreement is found by a court to be invalid, unenforceable or illegal, all other provisions shall remain in full force and effect.

#### **15. CONTACT DETAILS**

15.1. In case of any questions, the Licensor's contact details are provided below:

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