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  - c. 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.
36. Parties may disclose confidential or privileged information to Licensed End-Users or Third Parties only if it is necessary to fulfil obligations resulting from the EULA or to control realization of the obligations, within the scope of the EULA and on condition that every person to whom the information is disclosed signs a non-disclosure agreement.
37. Parties may enter into additional non-disclosure agreements, if necessary. The liability rules specified in this License apply to the Parties' liability for any other breach of confidentiality obligation.

### **§12 Miscellaneous**

38. TERMINATION OF THE EULA. In case of the Software license subscription, the EULA is automatically terminated in case of the Subscription Agreement terminates. The EULA may be terminated only on the grounds of the Parties' mutual agreement on termination or upon terms specified in sub-clauses 39-40 hereof.
39. The EULA may be terminated with immediate effect by WEBCON if the Licensee breaches any provision of the EULA.
40. In case of the Software license purchase, the EULA may be terminated by the Licensee at any time with reservation that if the Licensee shall have entered

into additional agreements, such as SAL, the licenses (the EULA and the SAL) shall be terminated jointly at the same time.

41. From the date of termination or expiration of the EULA the Licensee shall cease to be entitled to make Use of the Software or the Documentation and the Licensee should remove immediately all copies from its computers or any other device and inform WEBCON in writing that this has been done. If the Software was being used on the infrastructure provided by the Licensor, the Licensor will immediately delete the instance of the Software and all data related to the Licensee's subscription. Notwithstanding the termination or expiration of the EULA, the EULA provisions on confidentiality obligations, Payments and the Parties' liability shall survive. Any Payments which have already been made will not be returned.
42. The EULA shall be governed by English law.
43. All disputes resulting from and related to the EULA 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.
44. All amendments and attachments to the EULA should be made by electronic means and, as such, require acceptance via email. The Licensee's email address is stated in the Order, WEBCON's email address is as follows: [licencje@webcon.pl](mailto:licencje@webcon.pl)
45. If any part of the EULA is found void or unenforceable in accordance with the prevailing law, the remaining provisions of the EULA shall remain in full force and effect.
46. Each declaration in relation to the EULA, including changes of the Tariff, may be communicated to the other Party via email or by means of postal services (including courier services).
47. If, at any point of realization of the License, a consent for the personal data processing is required, in particular in relation to the verification activities conducted by WEBCON or realization of guarantee obligations, the Licensee is obliged to give the consent to WEBCON and ensure that the Licensee gives proper consents for the necessary data processing.
48. Licensee will not and will not allow any third-party to allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to any country to which such export or re-export is restricted or prohibited, or as to which applicable law requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (c) otherwise in violation of any export or import restrictions, laws or regulations of any domestic or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any such prohibited party list.

## Software Assurance License (SAL)

The terms specified in the SAL constitute an extension to the EULA and define the terms of upgrading the Software to new Versions. The Agreement incorporates all the provisions of the EULA, including Terms of Use, which will be applied accordingly in relation to the SAL. In case of any discrepancy between the EULA or the Terms of Use or the Tariff and the SAL, the SAL provisions will prevail.

### **§1 General Provisions**

1. **Duration:** Provisions of the SAL come into force once WEBCON confirms that the License is granted on the basis of the Order for the Software Assurance suite. The scope of the SAL Agreement is limited in time to:
  - a. duration of the Subscription Agreement or
  - b. the term agreed between the Parties within the Software Assurance Package purchase order Or
  - c. the term agreed between the Parties within the Software Assurance Package Delivery Agreement.
2. **Subject:** Licensee will be provided with the access to the most up-to-date Versions of the Software and Documentation that were published during the course of the SAL Agreement. They will be delivered by electronic means of communication and the provisions of the EULA will be extended so that they cover these Versions.
3. **Payments and settlements:** Settlements between Parties will be made annually. The term of provision of services shall be divided into annual periods during which the Licensee may make use of the components.
4. The payment for the SA suite is estimated on one-time basis and it shall be a percentage, determined in the Tariff or in the Order, of the Tariff Value of the Software (at the date of the Order for the SA suite), however:
  - a. If the Order for the SA suite is made together with the Order for the software licenses (in case of the first SA suite order), or before the expiry of the Duration of the then-current SA suite (in case of the subsequent SA suite order), the amount of the Payment shall be calculated based on the percentage rate given in the Tariff under the name of the Early Software Assurance (as for April 19<sup>th</sup>, 2019, 15% it is).
  - b. In any other case, the amount of the Payment for the period between the initial date and the date of the Order shall be calculated based on the percentage rate given in the Tariff under the name of the Software Assurance (as for April 19<sup>th</sup>, 2019, 25% it is).
5. If, in the course of the EULA and the SAL, the Licensee decides to acquire additional licenses for the Software or the Documentation, the Licensee shall pay an additional surcharge. The amount of the surcharge will be proportionating to the remaining duration of the SAL (with accuracy to full calendar monthly periods). The amount of an additional payment shall be stated in the invoice for the licenses.