WEBCON MASTER SUBSCRIPTION AGREEMENT

This Webcon Master Subscription Agreement ("**Agreement**") by and between WEBCON spółka z ograniczoną odpowiedzialnością with offices located at ul. Babinskiego 69, 30-393 Krakow, Poland ("**Webcon**") and the customer that has purchased a subscription to the Service ("**Customer**"). If you are an individual using the Service on behalf of a corporation, partnership, or other entity, then that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement on behalf of such entity and bind such entity to the terms and conditions of this Agreement. Each of Webcon and Customer is a "Party" and together they are the "Parties."

This Agreement applies only to the Service listed in the applicable Order Form or any amendment thereto. Webcon reserves the right to make other Webcon software or services available under separate agreements. This Agreement includes any attachments and referenced policies, including without limitation the applicable Order Form and SLA for Webcon Cloud Services entered into between the Parties.

IMPORTANT: IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE. BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ANY PORTION OF THE SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Definitions.

1.1. **"Affiliate"** – a company where Customer owns, directly or indirectly, more than 50% of votes or interests or shares in the share capital of the company, but only for so long as the Affiliate meets requirements arising from the Agreement or the Order Form.

1.2. "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services

1.3. "**Authorized User**" means Customer's, a Customer's Affiliates', Third Parties' and a Customer's Clients' personnel (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder as set forth in an Order Form.

1.4. "**Customer Administration Portal**" means the website available at webconapps.com that can be used to subscribe to Services and manage Customer's subscription.

1.5. "**Customer Content**" means, other than Aggregated Statistics, information, data, configuration, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.6. "**Trial Version**" means the version of the Services intended for non-productive use, made available for demonstration purposes only, free of charge. The Trial Version is active for a period of thirty days. Customer will not (i) use or access the more than one Trial Version of Services simultaneously.

1.7. "**Documentation**" means Webcon's user manuals, handbooks, and guides describing the functionalities and specifications of the Services and provided by Webcon to Customer electronically.

1.8. **"Customer's Client"** - a third party for which Customer or its Affiliate provides services or other performances during the course of conducting its core business activities, under separate agreements made by Customer or its Affiliate with such entity.

1.9. **"License Key"** - cryptographically secured set of data in electronic form, individually assigned to a Customer, specifying the number and type of the Software licenses for the Services subscribed to by the Customer, required to launch the Services, and containing information making it possible to make use of the Services upon the terms and conditions of the Agreement.

1.10. "**Non-productive Use**" means use of the Services only for the purposes of internal training of Authorized Users, the aim of which is to explain how to use the Services for supporting Customer's business activity.

1.11. "**Order Form**" means either an electronic form available at Customer Administration Portal that is accepted by Webcon electronically or an attachment to this Agreement that is accepted by Webcon in writing. The Order Form defines: Services, Initial Subscription Term, Webcon Software license scope and number of licenses, Fees and payment method.

1.12. "**Outsourcing**" - making use of or access to the Services for the purpose of handling commercial operations of a Third Party, rendered to Customer or its Affiliate for the purpose of performing certain elements of Customer's or its Affiliate's core business activities, entrusted to the Third Party under the applicable agreements made between Customer or its Affiliate and the Third Party.

1.13. "**Plug-in (Software Extension)**" means a separate and independent application or interface, beyond the source code of the Services, designed or created by means of software design tools, and which communicates with the Services. The Plug-In can communicate with the Software only by means of images and procedures based on the data of the system (only for the purpose of obtaining information from the database of the Services) or by means of the Software Development Tools (only within the functional scope of the Software Development Tools). Plug-Ins do not introduce any modifications to the Services; therefore, a Plug-In should not be deemed a modification.

1.14. "**Price List**" means the list of Fees available at the Customer Administration Portal, which may change from time to time.

1.15. **"Productive Use"** means the Use of the Services for the purposes of business activity of Customer. The term also includes testing or development works which support the environment of the productive use of the Services.

1.16. "**Services**" means the products and services purchased by Customer pursuant to the Order Form(s) and made available by Webcon subject to this Agreement. The Services may include: (a) granting the right to use Webcon Software as set forth in the EULA and providing access to the Webcon Software to be installed on Customer's designated servers; and/or (b) granting the right to use Webcon Software and providing access to Webcon Software as part of the services provided by Webcon to Customer online in a software-as-a-service model, in accordance with the terms and parameters set forth in the Order Form.

1.17. **"Software Development Tools"** means Webcon Business Process Suite Designer Studio and Webcon Business Process Suite Designer Desk applications, or Webcon Business Process Suite SDK application, as well as SOAP and REST webservices, available in the Services standard or available optionally and subject to a license, enabling Customer to extend functionalities of the Services without interference with its source code (which does not constitute a modification of the Services).

1.18. "**Initial Subscription Term**" means the initial subscription term set forth in an Order Form.

1.19. "**Third Party**" an external entity not being an Affiliate, who requires access to the Services in connection with the provision of services or other performances for Customer or its Affiliate, within the scope of the elements of Customer's or its Affiliate's core business activities which were entrusted to it, including Customer's auditors, distributors and suppliers. Third Parties shall make use of the Services under a sub-license granted to the Third Party by Customer under a separate agreement and subject to the limitations indicated in this Agreement.

1.20. "**Third-Party Products**" means any third-party products provided with or incorporated into the Services.

1.21. "**Webcon IP**" means the Services, the Webcon Software, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Webcon IP includes Aggregated Statistics and any information, data, or other content derived from Webcon's monitoring of Customer's access to or use of the Services, but does not include Customer Content.

1.22. "**Webcon Software**" - any computer programs and their elements, which are part of the WEBCON BPS (WEBCON Business Process Suite) platform, provided with and incorporated into the Services, made available to Customer to make use of under this Agreement. By entering into this Webcon Master Subscription Agremeent, Webcon (the Licensor) grants the Webcon Software licenses to Customer (Licensee) for the Subscription Term and under the terms of the End User License Agreement (EULA)

available at https://webcon.com/eula/. This Webcon Master Subscription Agreement, together with the Order Form, constitute a Subscription Agreement in the meaning given by EULA.

1.23. **"Webcon Partner"** – any entity cooperating with Webcon under a separate agreement, who intermediates in Customer and Webcon conclusion of the Agreement and who collects the Payment from Customer, agreed its final amount therewith.

1.24. Personnel. Whenever reference is made in this Agreement to the personnel of an entity (including the personnel of Customer, Affiliate, Third Party, Customer's Client), this shall be understood to mean natural persons within the organisational structure of the entity and providing performances to it for the purposes of the business activities conducted by the entity, being (i) employees within the meaning of generally applicable labour law, (ii) natural persons not conducting business activities, providing, on a regular and continued basis, to Customer, services or other performances under civil-law contracts for the provision of services, project contracts and managerial contracts, (iii) natural persons operating on single proprietorship basis and not hiring employees, providing, on a regular and continued basis, to Customer, services or other performances under civil-law contracts for the provision of services, project contracts and managerial contracts.

2. **Access and Use.**

2.1. Provision of Access.

2.1.1. Subject to the terms and conditions of this Agreement and the provisions of the EULA, Webcon hereby grants Customer a non-exclusive, non-sublicenseable (except in compliance with Section 3), non-transferable (except in compliance with Section 12.7) right to access and use the Services during the applicable Subscription Term. Webcon will provide to Customer the necessary License Key to allow Customer to access the Services. Customer will be responsible for its Affiliates', its Clients', and Third Parties' use of the Services as if they were Customer under this Agreement.

2.1.2. The electronic copy of the Services, excluding the Trial Version of the Services which is available free of charge, will be made available within 48 hours upon full payment of Fees.

2.1.3. Only Authorized Users may access version other than Trial Version. For version other than Trial Version, the maximum number of Authorized Users must not exceed the number set out in the Order Form. In the event of the number of end-users having access to the Services exceeds the number agreed upon in an Order Form, Customer will inform Webcon and pay an additional Fee. If the number of Authorized Users having access to the Services exceeds the number agreed upon, Webcon may issue an invoice for an additional Fee.

2.1.4. Customer may increase or decrease the number of Authorized Users via Order Form. For the avoidance of doubt, any change in the number

of Authorized Users made as indicated above shall be binding under this Agreement and shall not require any additional amendments to the Agreement.

2.1.5. In the case of increase of the number of Authorized Users according to Section 2.1.4. above, additional Fees will be calculated proportionally to the end of the current Subscription Term, rounding up to the nearest full calendar months.

2.1.6. In the case of decrease of the number of Authorized Users according to Section 2.1.4. above, any Fee reductions will be effective with the start of the next Renewal Subscription Term. Customer may use the originally subscribed volume of Authorized Users until the end of the current Subscription Term.

2.2. Documentation License. Subject to the terms and conditions contained in this Agreement and EULA, Webcon hereby grants to Customer a non-exclusive, non-sublicenseable (except in compliance with Section 3), non-transferable (except in compliance with Section 12.7) license to use the Documentation during the Subscription Term solely for Customer's internal business purposes in connection with its use of the Services.

2.3. Use Restrictions. Customer will not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer will not at any time, directly or indirectly, and will not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; make any plug-ins to the Services independently unless Customer makes use of the Software Development Tools.

2.4. Reservation of Rights. Webcon reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Webcon IP.

2.5. Suspension. Notwithstanding anything to the contrary in this Agreement, Webcon may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (i) Webcon reasonably determines that (A) there is a threat or attack on any of the Webcon IP; (B) Customer's or any Authorized End User's use of the Webcon IP disrupts or poses a security risk to the

Webcon IP or to any other customer or vendor of Webcon; (C) Customer, or any Authorized End User, is using the Webcon IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Webcon's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Webcon has suspended or terminated Webcon's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5.1 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Webcon will use commercially reasonable efforts to provide Notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Webcon will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Webcon will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6. Agreement with the participation of Webcon Partner. If the Agreement is concluded with the participation of Webcon Partner, Customer acknowledges and agrees that the scope of Services, scope of use of Software and other rights and obligations of Parties under this Agreement are determined by both this Agreement and the terms and conditions contained in Order Form submitted to Webcon by Webcon Partner. In particular Customer acknowledges and agrees that certain actions of Webcon Partner or Customer towards Webcon Partner may directly affect Customer's rights and obligations under this Agreement, which applies in particular to Fees.

3. **Granting access right to the Services.**

3.1. Granting access right to Affiliates. Subject to the terms and conditions of this Agreement, Customer is entitled to grant its Affiliate a non-exclusive, non-sublicenseable, non-transferable right to access and use the Services and the Documentation, during the applicable Subscription Term.

3.2. Granting access right to Third Parties. Subject to the terms and conditions of this Agreement, Customer is entitled to grant a Third Party a non-exclusive, non-sublicenseable, non-transferable right to access and use the Services, during the applicable Subscription Term, only for the purpose of Outsourcing and only provided that (i) in no circumstances shall the Third Party have access to the Webcon Software's source code, (ii) the Third Party shall have a clear limitation to access the Services through an Internet browser or applications which are Webcon Software components, (iii) in no circumstances may the Third

Party use the Services for its own activities. Notwithstanding the other provisions of this Agreement, Customer shall be authorised to grant the Third Party the right to access and use of the Services only to the extent necessary for providing the Third Party with the possibility of providing Outsourcing to Customer or its Affiliates and within Customer's or its Affiliates' business processes operated by the Services. For the avoidance of any doubt, in no circumstances is the Third Party authorised to grant a further right to access and use of the Services, except the natural persons who are members of the Third Party's personnel.

3.3. Granting access right to Customer's Clients. Subject to the terms and conditions of this Agreement, Customer is entitled to grant Customer's Client a non-exclusive, non-sublicenseable, non-transferable right to access and use the Services, during the applicable Subscription Term, only for the purpose of ensuring the possibility for Customer to provide services or other performances to Customer's Client with the use of the Software, under the core business, statutory or legally defined activities of Customer or its Affiliates, and only provided that (i) in no circumstances shall Customer's Client have access to Webcon Software's source code, (ii) Customer's Client shall have a clear limitation to access the Services through an Internet browser or applications which are Webcon Software components, (iii) in no circumstances may Customer's Client be authorized to use the Services under its business, statutory or legally defined activities to provide services or other performances to third parties. For the avoidance of any doubt, in no circumstances shall Customer's Client be authorised to grant a further right to access and use of the Services, except the natural persons who are members of Customer's Client personnel.

4. Customer Responsibilities.

4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer will use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and will cause Authorized Users to comply with such provisions.

4.2. Customer Content. Customer is responsible for the accuracy, quality, appropriateness, and legality of any Customer data or other business information ("Customer Content") used in the Service.

4.3. Third-Party Products. Webcon may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and

conditions and the applicable flow through provisions referred to in Exhibit B. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

5. Fees and Payment.

5.1. Fees. Customer will pay Webcon the fees as set forth on the Price List in accordance with the number of Authorized Users as set forth in all Order Forms ("Fees"). Customer will make all payments hereunder in the currency and in the term set on the last applicable Order Form.

5.2. Non-cancelable and non-refundable. All payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the Authorized Users set forth on any respective Order Form cannot be decreased during the then-current Subscription Term.

5.3. Invoicing and Payment. Fees for the Service will be collected as follows:

5.3.1. the Initial Subscription Term's Fees, as specified in the relevant Order Form, will be invoiced in accordance with the Order Form;

5.3.2. Fees resulting from the increasing of the number of Authorized Users in accordance with Sections 2.1.4.-2.1.5., will be invoiced in accordance with relevant Order Form;

5.3.3. Fees resulting from renewals made in accordance with Section 11.1. will be invoiced (i) by Webcon thirty (30) days before the end of each Subscription Period, in accordance with Section 11.1, or (ii) by Webcon Partner authorized to process the renewal, based on Order Form between Customer and Webcon Partner covering such renewal.

All Fees due hereunder (except fees subject to good faith dispute) will be due and payable within thirty (30) days of invoice date unless otherwise agreed in the relevant Order Form. Customer will provide Webcon or Webcon Partner with complete and accurate billing and contact information. Whenever the Order Form is submitted through Webcon Partner, a corresponding invoice is issued by Webcon Partner and the payment of Fees shall be made to Webcon Partner, unless agreed otherwise.

5.4. Overdue Payments and Suspension of Service. If Customer fails to make any payment when due, without limiting Webcon's other rights and remedies: (i) Webcon may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer will reimburse Webcon for all costs incurred by Webcon in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days or more, Webcon may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. In the event that any payment default exceeds five (5) days, Webcon

may delete all Customer Content related to Services.

5.5. <u>Credit Card</u>. By submitting credit card information to Webcon, Customer hereby authorizes Webcon to charge the applicable Fees to that credit card in accordance with this Section 5. Customer acknowledges and agrees that such credit card will be charged the amount set forth on the Price list and the applicable Order Form.

5.6. <u>Taxes</u>. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Webcon's income (collectively, "Taxes"). If Customer has an obligation to withhold any amounts under any law or tax regime, Customer will gross up the payments so that Webcon receives the amount actually quoted and invoiced. If Webcon has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Webcon with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.7. <u>Auditing Rights and Required Records</u>. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Subscription Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Webcon may, at its own expense, on reasonable prior Notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Webcon with respect to any amounts due and payable during the Subscription Term, Customer will promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5.1. Customer will pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five % for any quarter. Such inspection and auditing rights will extend throughout the Subscription Term of this Agreement and for a period of two years after the termination or expiration of this Agreement. In addition, at Webcon's request, Customer will provide Webcon with a system report indicating the number of active Authorized Users. Customer grants Webcon a right and license to access and use its data to verify compliance with the terms of this Agreement.

6. **Confidential Information.**

From time to time during the Subscription Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party will not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party will promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Intellectual Property Ownership; Feedback.**

7.1. <u>Webcon IP</u>. Customer acknowledges that, as between Customer and Webcon, Webcon owns all right, title, and interest, including all intellectual property rights, in and to the Webcon IP.

7.2. <u>Customer Content</u>. Webcon acknowledges that, as between Webcon and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Content. Customer hereby grants to Webcon a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Content and perform all acts with respect to the Customer Content as may be necessary for Webcon to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify,

and otherwise use and display Customer Content incorporated within the Aggregated Statistics.

7.3. <u>Feedback</u>. If Customer or any of its employees or contractors sends or transmits any communications or materials to Webcon by mail, email, telephone, or otherwise, suggesting or recommending changes to the Webcon IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Webcon is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Webcon on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Webcon is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Webcon is not required to use any Feedback.

8. **Limited Warranty and Warranty Disclaimer.**

8.1. THE WEBCON IP IS PROVIDED "AS IS" AND WEBCON HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WEBCON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WEBCON MAKES NO WARRANTY OF ANY KIND THAT THE WEBCON IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WEBCON STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

8.2. For Services delivered in a software-as-a-service model (as mentioned in 1.16.(b) of this Agreement), Webcon provides service levels pursuant to Exhibit A.

9. **Indemnification.**

9.1. <u>Webcon Indemnification</u>.

9.1.1. Webcon will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's copyrights or trade secrets, provided that Customer promptly notifies Webcon in writing of the claim, cooperates with Webcon, and allows Webcon sole authority to control the defense and settlement of such claim.

9.1.2. If such a claim is made or appears possible, Customer agrees to permit Webcon, at

Webcon's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Webcon determines that neither alternative is reasonably available, Webcon may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

9.1.3. This Section 9.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Webcon or authorized by Webcon in writing; (B) modifications to the Services not made by Webcon; (C) Customer Content; or (D) Third-Party Products.

9.2. <u>Customer Indemnification.</u> Customer will indemnify, hold harmless, and, at Webcon's option, defend Webcon from and against any Losses resulting from any Third-Party Claim that the Customer Content, or any use of the Customer Content in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Webcon or authorized by Webcon in writing; or (iv) modifications to the Services not made by Webcon, provided that Customer may not settle any Third-Party Claim against Webcon unless Webcon consents to such settlement, and further provided that Webcon will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9.3. <u>Sole Remedy.</u> THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND WEBCON'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. **Limitations of Liability.**

IN NO EVENT WILL WEBCON BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER WEBCON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH

LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL WEBCON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO WEBCON UNDER THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Subscription Term, Renewals, and Termination.

11.1. Subscription Term and renewals. The initial term of this Agreement begins on the Effective Date and, pursuant to this Agreement's express provisions, will continue for the period of the Initial Subscription Term, and will automatically renew at the end of the Initial Subscription Term (or any renewal term) for a period of one month (for monthly subscription plans) or one year (for annual subscription plans) (each, a 'Renewal Subscription Term' and, together with the Initial Subscription Term, the 'Subscription Term') unless terminated at least thirty (30) days before the end of the Initial Subscription Term or any Renewal Subscription Term. Any such renewal will be at the Price List in effect at the time of such renewal.

11.2. Termination. In addition to any other express termination right set forth in this Agreement:

11.2.1. Webcon may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Webcon's delivery of written Notice thereof; or (B) breaches any of its obligations under Section 2.3 or Section 6;

11.2.2. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

11.2.3. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer will immediately discontinue use of the Webcon IP and, without limiting Customer's obligations under Section 6, Customer will delete, destroy, or return all copies of the Webcon IP and certify in writing to the Webcon that the Webcon IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

11.4. Survival. This Section 11.4 and Sections 1, 6, 7, 8, 9.2, 10, 11, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

12.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Order Form, Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement as of the Effective Date; and (iv) fourth, any other documents incorporated herein by reference.

12.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. For the avoidance of doubt, Parties declare that in case of concluding Agreement through a Webcon Partner, the above provisions apply accordingly to the statements made by Customer to Webcon Partner, unless the contract between the Customer and Webcon Partner provides otherwise.

12.3. Force Majeure. In no event will either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, Internet or telecommunication outages, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any

action taken by a governmental or public authority, including imposing an embargo.

12.4. <u>Amendment and Modification; Waiver</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.5. <u>Severability</u>. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.6. <u>Governing Law; Submission to Jurisdiction</u>. This Agreement is governed by and construed in accordance with the law of Delaware State. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will 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.

12.7. <u>Assignment</u>. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Webcon. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

12.8. <u>Export Regulation</u>. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Content outside the US.

12.9. <u>Equitable Relief</u>. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12.10. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

EXHIBIT A. SLA FOR WEBCON CLOUD SERVICES

This Service Level Agreement for WEBCON Cloud Services (this "SLA") is a part of your Webcon Software as a Service agreement (the "Agreement"). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement.

If we do not achieve and maintain the Service Levels for Services as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the Initial Subscription Term ; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 30 days' notice for adverse material changes to this SLA.

DEFINITIONS

"**Applicable Month**" means, for a month in which a Service Credit is owed, the number of days that you are a subscriber for Services.

"**Applicable Monthly Service Fees**" means the total Fees actually paid by you for Services that are applied to the month in which a Service Credit is owed.

"**Customer Administration Portal**" means the web interface, provided by Webcon, through which customers may manage the Services.

"**Downtime**" is defined below.

"**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"**Incident**" means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Service Connectivity**" is bi-directional network traffic between the Services and other IP addresses using TCP or UDP network protocols in which the Services is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Services, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees credited to you following Webcon's claim approval.

"**Service Level**" means the performance metric(s) set forth in this SLA that Webcon agrees to meet in the delivery of the Services.

"**Success Code**" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"**Support Window**" refers to the period of time during which Services' feature or compatibility with a separate product or service is supported.

CLAIMS

In order for Webcon to consider a claim, you must submit the claim to customer support at Webcon sp. z o.o. including all information necessary for Webcon to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

We must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

Only one Service Credit is permitted for an Applicable Month.

SERVICE CREDITS

Service Credits are your sole and exclusive remedy for any performance or availability issues for Services under the Agreement and this SLA. You may not unilaterally offset your Applicable Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Services for which a Service Level has not been met. The Service Credits awarded in any billing period for particular Services will not, under any circumstance, exceed your service fees for that period for that Services, as applicable, in the billing period.

LIMITATIONS

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);

2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

3. Caused by your use of Services after we advised you to modify your use of the Services, if you did not modify your use as advised;

4. During or with respect to Trial Version or to purchases made using Webcon subscription credits;

5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;

6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;

7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);

8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;

9. Due to your use of Services features that are outside of associated Support Windows; or

10. For licenses reserved, but not paid for, at the time of the Incident.

MONTHLY UPTIME CALCULATION AND SERVICE LEVELS FOR CUSTOMERS WITH PREMIUM SUPPORT

These conditions apply to customers that did include optional Premium Support service with their subscription.

"**Minutes in the Month**" is the total number of minutes in a given month.

"**Downtime**" is the total accumulated minutes that are part of Minutes in the Month that have no Service Connectivity.

"**Monthly Uptime Percentage**" is calculated by the percentage of Minutes in the Month in which Services that included PREMIUM Support had Downtime.

Monthly Uptime % = (Minutes in the Month - Downtime) / Minutes in the Month X 100

The following Service Levels and Service Credits are applicable to Customer's use of Services:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.7%	10%
< 99%	25%
< 95%	100%

SERVICE LEVELS FOR CUSTOMERS WITHOUT PREMIUM SUPPORT

Customers that did not purchase PREMIUM Support Service are not eligible for any credit due to downtime.