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- 6.1. The Licensee may transfer the Environment or the Environment Database from one Unit to another without an additional license fee and where such transfer concerns Server Licenses, the Licensee is obliged to notify the Licensor or the WEBCON Partner thereof (if the license was purchased through the latter) in writing within five days of such transfer. In such a case, the Environment and the Environment Database must be deleted immediately in whole from the Unit on which they were installed prior to such transfer.
- 6.2. The Licensee may assign the rights granted to it under the License Agreement to third parties only under an applicable license transfer agreement and when, at the same time, the Licensee:
 - 6.2.1. notified the Licensor in writing thereof and obtained Licensor's prior written consent;
 - 6.2.2. ensured that the assignee confirmed in writing that they're familiar with the provisions of the License Agreement and, at the same time, the assignee has undertaken to assume and perform all obligations under the License Agreement and that
 - 6.2.3. the Licensee shall delete immediately any Copies of the Software and the Environment Database in whole, including also each back-up and archive copy, and
 - 6.2.4. the Licensee shall not store any Copies of the Software, copies of the Environment Database, Documentation or Confidential and Privileged Information.
- 6.3. Each Affiliate shall be authorised to Use the Software, the Environment Database, and the Documentation provided that (i) the Licensee grants it a sub-license under a separate agreement, (ii) all Named End Users being the personnel of the Affiliate, Use the Software under CAL Licenses or Subscription Licenses obtained by the Licensee, (iii) the Affiliate only makes use of the Environment, the Environment Database, and the Database Engine Used by the Licensee.
- 6.4. A Third Party shall be authorised to Use the Software and the Environment Database provided that (i) the Licensee has granted it a sub-license under a separate agreement, (ii) all Named End Users being the Third Party's personnel Use the Software under WEBCON BPS User CAL, WEBCON BPS Enterprise CAL, WEBCON BPS Corporate CAL, WEBCON BPS Global CAL, WEBCON BPS Process CAL, or Subscription Licenses obtained by the Licensee; (iii) the Third Party only makes use of the Environment, the Environment Database and the Database Engine Used by the Licensee.
- 6.5. The Licensee shall be authorised to grant Third Parties sub-licenses for making use of the Software only for the purpose of Outsourcing and only provided that (i) in no circumstances shall Third Parties have access to the Software's source code, (ii) Third Parties shall have a clear limitation to access the Software through an Internet browser or applications which are Software components, (iii) the Licensee holds the applicable licenses granted by the Licensor, (iv) in no circumstances may the Third Parties specified in this section Use the Software for its own activities, subject to the provisions of clause 6.6. below.
- 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.
- 6.7. The Licensee shall be authorised to grant Licensee's Clients sub-licenses for making use of the Software only for the purpose of ensuring the possibility for the Licensee to provide services or other performances to the Licensee's Clients with the use of the Software, under the core business, statutory or legally defined activities of the Licensee or its Affiliates and under separate agreements made by the Licensee or its Affiliates with the Licensee's Clients.
 - 6.8. The Licensee shall be authorised to grant the Licensee's Clients sub-licenses for making use of the Software to the following extent:
 - 6.8.1. the Licensee's Clients shall be authorised to Use the Software only to the extent that is necessary for the Licensee or its Affiliates to provide them with services or other performances, under the core business, statutory or legally defined activities of the Licensee or its Affiliates,
 - 6.8.2. the Licensee's Clients may Use the Software only within the Licensee's or its Affiliates' business processes operated by the Software,
 - 6.8.3. the Licensee's Client may Use the Software only to the extent specified by the WEBCON BPS User CAL licenses obtained by the Licensee or the Subscription Licenses,
 - 6.8.4. subject to the provisions of clause 6.8.1. and 6.8.2. above, in no circumstances shall the Licensee's Client be authorised to Use the Software under its business, statutory or legally defined activities to provide services or other performances to third parties. For the avoidance of any doubt, the Parties represent that in no circumstances shall the Licensee's Client be authorised to grant a further license (sub-license) for making use of the Software except the natural persons who are members of the Licensee's Client personnel.
 - 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 or Subscription 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.
 - 6.10. The Licensee shall be authorised to grant the Licensee's Clients a sub-license for making use of the Software only provided that (i) in no circumstances shall the Licensee's Client have access to the Software's source code, (ii) the Licensee's Clients have clear limitation to access the Software through the Internet browser or applications which are Software components, (iii) the Licensee holds the applicable licenses granted by the Licensor, (iv) in no circumstances may the Licensee's Clients Use the Software for the purpose of operating their own business, statutory or legally defined activities.
 - 6.11. A Licensee being an Educational Institution shall be authorised to grant sub-licenses for making use of the Software and the Environment Database to natural persons being pupils or students of the Educational Institution, without limitation as to the number of Licensed End Users provided that the Licensee (i) has purchased a WEBCON BPS External CAL license, (ii) in no circumstances shall the Licensee's pupils or students have access to the Software's source code, (iii) the Licensee's pupils or students have clear limitation to access the Software through the Internet browser, (iv) the Licensee's pupils or students shall be granted a sub-license only within the framework of the educational or scientific activities conducted by such Licensee and for the purpose of conducting the same making use of the Software.
 - 6.12. The Licensee shall be authorised to grant the External Users sub-licenses for making use of the Software within the meaning of the provisions of Appendix 1, applicable to a given

Single Use license, provided that (i) he has purchased the appropriate Single Use license (in particular the Single-Use Access License), (ii) under no circumstances shall External Users have access to the source code of the Software, (iii) External Users have clear limitation to access the Software through the Internet browser, (iv) in no circumstances may the External Users Use the Software for the purpose of operating their own business, statutory or legally defined activities. (v) use of the Software and Environment databases are only available to the extent specified for a given Single Use license. Detailed rules for using the Software and Database of the environment under the Single Use license are included in Appendix 1 to the License Agreement.

7. Infringements

- 7.1. In no circumstances may the Licensee infringe the Licensor's rights to the Software. Such infringements shall include in particular: (i) change of the Software's source code, (ii) making use of the Software and getting access thereto in order to create a functionality of an application or an interface which has access to the functionalities of the Software or the Environment Database in a manner other than specified in clause 3.6., (iii) permitting or allowing the total number of Named End Users (having direct or indirect access to the Software or Environment Database, with the use of Software's components or through any third-party software) to exceed the total number of Licensed End Users, without ordering additional CAL Licenses or Subscription Licenses beforehand.
- 7.2. The Licensee may not give any guarantees, written or oral warranties or act as a representative on behalf of the Licensor.
- 7.3. The right under a license shall not authorise the Licensee to grant further licenses except the cases expressly specified in the License Agreement or shall not exclude the possibility for the Licensor to grant licenses to persons other than the Licensee.

8. Limited warranty and disclaimer

- 8.1. THE LICENSOR DELIVERS THE SOFTWARE AND THE DOCUMENTATION IN AN AS IS CONDITION AND THE LICENSOR OFFERS NO WARRANTY OR GUARANTEE (OTHER THAN EXPRESSED IN CLAUSE 9.2.) IN RELATION TO THE NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE WILL CARRY NO ERRORS, MEET THE LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE WILL FUNCTION PROPERLY WHEN USED IN CONJUNCTION WITH ANY OTHER SOFTWARE OR HARDWARE, IN PARTICULAR WITH ILLEGAL SOFTWARE OR HARDWARE. THE LICENSOR DOES NOT WARRANT THE PERFORMANCE OR RESULT YOU MAY OBTAIN BY USING THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH THE LICENSEE. FURTHERMORE, THE LICENSOR MAKES NO WARRANTY IN RESPECT OF ANY THIRD-PARTY SOFTWARE PRODUCTS WHICH MAY BE SUPPLIED WITHIN THE SOFTWARE.
- 8.2. Where subscribed licenses are unavailable (no possibility of logging into the infrastructure made available by the Licensor or no possibility of connecting with the Licensor's license service) caused through the exclusive fault of the Licensor, the Subscription Term shall be extended free of charge by the duration of such unavailability.

9. Limitation of liability

- 9.1. THE LICENSOR SHALL NOT BE LIABLE TO THE LICENSEE OR TO ANY THIRD PARTY FOR ANY DAMAGES, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OF ANY KIND. IN PARTICULAR, THE LICENSOR SHALL NOT BE LIABLE TO THE LICENSEE IN RESPECT OF ANY PECUNIARY CLAIMS FOR ANY COSTS, INCLUDING ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOST REVENUE RESULTING FROM OR RELATING TO THE USE OF THE SOFTWARE OR THE THIRD-

PARTY DATABASE, OR DAMAGES CAUSED BY POSSIBLE ERRORS OR MISPRINTS IN THE SOFTWARE. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IRRESPECTIVE OF THE CIRCUMSTANCES, THE LEGAL BASIS AND THE SCOPE OF THE DAMAGES SOUGHT, THE LICENSOR'S SOLE AND AGGREGATE LIABILITY (FOR EACH AND EVERY LOSS) TOWARDS THE LICENSEE OR ANY THIRD PARTY, UNDER OR IN CONNECTION WITH THE SOFTWARE, SHALL BE LIMITED TO (A) IN CASE OF PURCHASING THE SOFTWARE BASED ON THE ORDERS, THE PAYMENTS THAT THE LICENSOR RECEIVED FOR THE SOFTWARE FROM THE LICENSEE OR THE PARTNER, BUT NOT MORE THAN THE SOFTWARE'S PRICELIST VALUE; OR (B) IN CASE OF PURCHASING THE SOFTWARE BASED ON THE LICENSE SUBSCRIPTION, THE PAYMENTS THAT THE LICENSOR RECEIVED FOR THE LICENSE SUBSCRIPTION WITHIN THE LAST 12 MONTHS. IN NO EVENT WILL THE LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ARISING IN RELATION TO THE DEMO EDITION OR EXPRESS EDITION OF THE SOFTWARE.

- 9.2. In the event of any third party rights infringement claims being brought, the Licensee shall immediately, not later than within 30 days after the Licensee received notice of the claim, inform the Licensor of the fact and enable the Licensor to participate in talks, negotiations or any action related to that, if any (including joining in the proceedings as defendant in place of Licensee). The Licensor, at its discretion, shall: (i) modify the Software and the Documentation to be non-infringing; or (ii) obtain the applicable license for the Licensee to allow for continued use; or (iii) terminate the Software License Agreement, request its return, and where the license to the Software was obtained under an Order, shall refund a prorated (based on a 5 year life) portion of the Payments that the Licensee shall have received for the Software from the Licensee or the Partner, not higher than the Software's Pricelist Value . For Editions other than the DEMO Edition and the EXPRESS Edition, the Licensor shall refund to the Licensee only the reasonable costs of such dispute and only on condition that the Licensee abides by the requirements specified in the sentence above.

10. **Payments**

- 10.1. The Licensee is obliged to make the Payment, irrespective of the actual scope of duration of making use of the Software by the Licensee, upon the terms and conditions and in the amount set forth each time in the Order or the Subscription Agreement. The Licensee shall make the Payment:
- 10.1.1. where a license for the Software is granted under the Order made directly with the Licensor and in the case of a subscription of a license for the Software under the Subscription Agreement, the Licensee shall make the Payment directly to the Licensor upon the terms and conditions and in the amount set forth in the Order or the Subscription Agreement.
- 10.1.2. where a license for the Software is granted with the involvement of a WEBCON Partner (in particular where the Order is made between the Licensee and the WEBCON Partner), the Licensee shall make the Payments directly to the WEBCON Partner in the amount and upon the terms and conditions set forth in a separate agreement made between the Licensee and the WEBCON Partner.
- 10.2. The Payments for additional CAL Licenses or Subscription Licenses shall be made, in particular, together with an increase in the number of the Named End Users in excess of the maximum number of Licensed End Users specified in the Order or the Subscription Agreement, in accordance with clause 5. above. Such Payments shall be made following the terms and conditions set forth in clause 10.1. above.
- 10.3. The terms of paying the Fees for granting a Single Use license may be regulated differently for a given license in the content of the Order or the Subscription Agreement or Appendix No. 1 to the License Agreement.

11. Confidentiality

- 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.

12. Updates

- 12.1. Subject to clause 12.2. below, under the License Agreement, the Licensee shall be authorised to make use of the Software in the Version indicated in the Order and the Releases and Corrections made available by the Licensor for such Version.
- 12.2. If the License Agreement is entered into under the Subscription Agreement, during the term of such Subscription Agreement the Licensee shall be authorised, without making an additional Payment, to make use of the Software with all Versions and all Releases and Corrections, made available by the Licensor during the term of the Subscription Agreement.
- 12.3. Apart from the case referred to in clause 12.2. above, the Licensee may obtain the right to make use of the Software updates in the scope of the new Versions only under the Software Assurance License Agreement concluded by the Parties.
- 12.4. Each time, a condition for the Software to be updated to the new Version and for the Licensee to obtain the authorisation to make use of such new Version is for the Parties to amend the License Agreement in such a manner that further use by the Licensee of the Software shall be governed by the provisions of the License Agreement with the provisions corresponding to the wording of the contractual template of the General Terms and Conditions of the license, used by the Licensor as of the date of updating the Software (update of the contractual template of the General Terms and Conditions of the license). The Licensee shall make a declaration of will to the Licensor to amend the License Agreement in the manner described in the preceding sentence, in particular by starting to Use such new Version of the Software. The Licensee shall obtain the authorisation to make use of the new Version upon the making of the declaration referred to in the preceding sentence.
- 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/>.

13.2. The License Agreement is made for the term specified in the Order, the Subscription Agreement or a separate agreement under which the Licensor grants the license for making use of the Software. Where the term of the License Agreement is not specified in the documents or agreements referred to in the preceding sentence, the License Agreement is made:

13.2.1. for a License Agreement entered into under an Order – for an unlimited period;

13.2.2. for a License Agreement entered into under the Subscription Agreement – for or a definite period specified by the Parties in the Subscription Agreement as the Subscription Term;

13.2.3. for a separate agreement under which the Licensor grants a license for making use of the Software – for an unlimited period.

13.3. The Licensor shall have the right to terminate the License Agreement with a 1-month notice period, in the event the Licensee breaches the provisions of the License Agreement. The following in particular shall be deemed to be cases of breach of the License Agreement referred to in the preceding sentence:

13.3.1. delay by the Licensee or another entity obliged to make the Payment, in making the Payment to the Licensee or any other entity authorised to collect it;

13.3.2. breach of the provisions concerning the terms of use of the Software and Modification of the Software, contained in particular in clauses 2.-3. of the License Agreement;

13.3.3. breach of the provisions concerning the terms and conditions for the assignment of rights or granting a sublicense for the Software by the Licensee, indicated in clause 6. of this License Agreement;

13.3.4. breach of the provisions regulating the scope of the license granted for the use of the Software, in particular by making use of the Software to an extent broader than permitted under the license which has been granted.

13.4. The Licensor is entitled to exercise the right to terminate the License Agreement referred to in point 13.3. above, provided prior notice to the Licensee, made in writing or by electronic message, to cease the breach of the License Agreement and also ineffective expiry of the 7-day period designated for this purpose to the Licensee. In the event of repeated violations of the same type, the Licensor is entitled to terminate the License Agreement referred to in point 13.3 above, without prior notice to the Licensee to cease breaching the License Agreement and without setting an additional term referred to in the preceding sentence.

13.5. In the case of a subscription of the Software, the License Agreement shall expire each time upon the expiry of the Subscription Agreement. The Parties agree that in the case of a subscription to a license, the License Agreement may be terminated only by mutual agreement between the Parties or on the grounds indicated in clauses 13.3.-13.4. above,

- and to the maximum extent permitted by the generally applicable law other grounds for terminating the License Agreement shall be excluded.
- 13.6. Any notices of termination of the License Agreement require, on pain of invalidity, written form for the Licensee's notices, and for the Licensor's notices – written form or electronic form (including e-mail), at the discretion of the Licensor.
 - 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).
 - 13.13. If the need arises in the performance of the License Agreement for the Licensor to process the personal data in the Licensee's possession, in particular as part of the Licensor's rights to control or the performance of the obligations under the License Agreement, the Licensee is obliged, upon a notice from the Licensor, to immediately provide and ensure all necessary consents, make statements or execute agreements to the extent necessary for the exercise of the rights and obligations of the Licensor referred to above.
 - 13.14. 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.
 - 13.15. Any attachments to this License Agreement shall form its integral part.

Software Assurance License (SAL) Agreement

1. General Provisions

- 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 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.

Appendix no 1 to the License Agreement – list of standard license types

Introductory provisions

1. Pursuant to the provisions of the License Agreement and the Order or the Subscription Agreement, the Licensor may grant the Licensee a license to use the Software or its individual components to the extent described in the License Agreement, taking into account the provisions of this appendix to the License Agreement (hereinafter referred to as the "**List**").
2. The provisions of the License Agreement and the Subscription Agreement or the Order shall apply to individual licenses each time. For the avoidance of doubt, the Licensor declares that the scope of using the Software described below in the content of this list constitutes a change or a detailed specification of the scope of the rights and obligations of the Licensee specified in the provisions of the License Agreement, in particular in point 2 of the License Agreement.
3. Any terms written in this list with a capital letter have the meaning given to them in the License Agreement.

License types

4. On the basis of the License Agreement and the Order or the Subscription Agreement, the Licensor grants the Licensee, to the extent specified in the Order or the Subscription Agreement, the following licenses:

The scope of the granted right to use the Software:

Server Licenses

5. **WEBCON BPS ENTERPRISE Server license:**
 - 5.1. on the basis of the license granted, the Licensee is entitled to use a set of Software components called WEBCON BPS Enterprise Server, which require installation on the Windows Server operating system for their functioning,
 - 5.2. the Licensee is entitled to install the Software components referred to in section 5.1 above only on one production server, one test server and one Windows Server development server for each WEBCON BPS Enterprise Server license purchased.
6. **WEBCON BPS Enterprise Server (Designer Studio included) license:**
 - 6.1. on the basis of the license granted, the Licensee is entitled to use a set of Software components called WEBCON BPS Enterprise Server, which require installation on the Windows Server operating system for their functioning,
 - 6.2. the Licensee is entitled to install the Software components referred to in section 6.1 above only on one production server, one test server and one Windows Server development server for each WEBCON BPS Enterprise Server license purchased,
 - 6.3. the Licensee is also entitled to use the Designer Studio Software component on the terms specified in point 15. of the List by 1 Licensed User,
 - 6.4. WEBCON BPS Enterprise Server (Designer Studio included) license may be granted only once for a given Environment and License Key.
7. **WEBCON BPS Standard Server license:**
 - 7.1. on the basis of the license granted, the Licensee is entitled to use a set of Software components called WEBCON BPS Standard Server, which require installation on the Windows Server operating system for their functioning,

7.2. the Licensee is entitled to install the Software components referred to in section 7.1 above only on one Windows Server for each WEBCON BPS Standard Server license purchased.

8. Licenses for components extending the functionality of the Software:

8.1. on the basis of the license granted for a given component (i.e., separately for WEBCON BPS Barcode Framework, WEBCON BPS OCR Framework, WEBCON BPS SDK Framework, WEBCON BPS AI Framework components, WEBCON BPS Advanced Analytics Framework), the Licensee is entitled to use additional Software components, extending its functionality, i.e., WEBCON BPS Barcode Framework, WEBCON BPS OCR Framework, WEBCON BPS SDK Framework, WEBCON BPS AI Framework, WEBCON BPS Advanced Analytics Framework, respectively;

8.2. the Licensee is entitled to use the Software components referred to in point 8.1 above with the exception of WEBCON BPS OCR Framework without limitation as to the number of servers.

8.3. the Licensee is entitled to use the WEBCON BPS OCR Framework component in accordance with the restrictions specified in the Order or Subscription Agreement.

9. Each Server License falls within a single Environment and is assigned to a single License Key. More than one Server License may be assigned to one License Key at a time.

CALs (Client Access Licenses)

10. WEBCON BPS User CAL license:

10.1. on the basis of the license granted, the Licensee is entitled to use the Software components (excluding the WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) falling within the scope of a single Environment, by one Named User who is part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the staff of the Affiliate, Third Party or Licensee's Client) for each WEBCON BPS User CAL purchased by the Licensee,

10.2. the use of the Software takes place without subject matter limitations in the number of Processes (the Licensed User may use all functionalities covered by Server Licenses and made available to him as part of the Software, excluding the Designer Studio and WEBCON BPS Designer Desk components).

11. WEBCON BPS Process CAL license:

11.1. on the basis of the license granted, the Licensee is entitled to use the Software components (excluding the WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) falling within the scope of a single Environment and only within one Process indicated in the Software's configuration, by an unlimited number of Named Users who are part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the personnel of the Affiliate or the Third Party) for each WEBCON BPS Process CAL license purchased by the Licensee,

11.2. the use of the Software on the basis of WEBCON BPS Process CAL licenses is limited in scope to the indicated Process (the Licensed User may use all functionalities covered by Server Licenses and made available to him within the Software's configuration, excluding the WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components).

11.3. the Licensee is not entitled to make the Software available to the Licensee's Clients based on the WEBCON BPS Process CAL license.

12. WEBCON BPS Company CAL license:

- 12.1. on the basis of the granted license, the Licensee is entitled to use the Software components (excluding the WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) falling within the scope of a single Environment without limitation as to the number of Named Users who are part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the personnel of the Affiliate or a Third Party),
- 12.2. the Licensee is entitled to sub-license and make the Software available for use by Third Parties only as part of Outsourcing,
- 12.3. the Licensee is not entitled to make the Software available to the Licensee's Clients based on the WEBCON BPS Company CAL license.

13. WEBCON BPS Corporate CAL license:

- 13.1. the content of the license and the scope of the Licensee's rights shall be specified in the Order or in a separate agreement.

14. WEBCON BPS Global CAL:

- 14.1. the content of the license and the scope of the Licensee's rights shall be specified in the Order or in a separate agreement.

15. WEBCON BPS Designer Studio CAL:

- 15.1. on the basis of the granted license, the Licensee is entitled to use the WEBCON BPS Designer Studio Software component falling within the scope of a single Environment by one Named User being part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the Affiliate's personnel), for each WEBCON BPS Designer Studio CAL license purchased by the Licensee,
- 15.2. the Licensee is not entitled to sub-license the use of the WEBCON BPS Designer Studio Software component to any third parties other than the Affiliate, including in particular Third Parties or the Licensee's Clients.

16. WEBCON BPS Designer Desk CAL license:

- 16.1. for each WEBCON BPS Designer Desk CAL license granted to Licensee for a fee or free of charge, the Licensee is entitled to use the WEBCON BPS Designer Desk Software component falling within the scope of a single Environment by one Named User being part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the Affiliate's personnel) but only while at the same time the Named User has a WEBCON BPS User CAL assigned to them, or uses the Software based on the following licenses: WEBCON BPS Company CAL, WEBCON BPS Corporate CAL, WEBCON BPS Global CAL.
- 16.2. the Licensee is not entitled to sub-license the use of the WEBCON BPS Designer Desk Software component to any third parties other than the Affiliate, including in particular Third Parties or the Licensee's Clients,
- 16.3. WEBCON BPS Designer Desk CAL license is granted each time for a specified period, from the date of the first launch of this component until June 30th, 2021, and unless the content of the Order or Subscription Agreement expressly provides otherwise, the above provision excludes all other provisions of the License Agreement.

17. WEBCON BPS External CAL license:

- 17.1. a license granted only to Educational Institutions, on the basis of which the Licensee is entitled to use the Software components (excluding the WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) falling within one Environment without limitation as to the number of Named Users who are students of

this Educational Institution (which requires granting a sub-license pursuant to the provisions of point 6 of the License Agreement),

18. Each CAL falls within a single Environment and is assigned to a single License Key. More than one CAL can be assigned to one License Key at a time.

Licenses granted on the basis of a Subscription Agreement

19. Under the Subscription Agreement, the Licensee may be granted only the following licenses (**Subscription Licenses**):

20. **Unlimited-Solutions Access License:**

20.1. on the basis of the license granted, the Licensee is entitled to use the Software components within the scope of one Environment (excluding WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) by one Named User who is part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the staff of the Affiliate, Third Party or Licensee's Client) for each Unlimited-Solutions Access License acquired by the Licensee;

20.2. the use of the Software takes place without subject matter limitations in the number of applications, Processes, or workflows (the Licensed User may use all applications, Processes and workflows configured within a given Environment).

21. **Single-Solution Access Licenses:**

21.1. on the basis of the license granted, the Licensee is entitled to use the Software components within the scope of one Environment (excluding WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components) within one Process defined in the Software configuration and limited to a maximum of two workflows, by one Named User who is part of the Licensee's personnel (or in the case of granting a sub-license pursuant to the provisions of point 6 of the License Agreement - being part of the staff of the Affiliate, Third Party or Licensee's Client) for each Single-Solution Access License acquired by the Licensee;

21.2. the use of the Software is limited to a specific Process limited to two workflows defined in the Software Configuration and assigned to each given Single-Solution Access License.

22. **Single-Use Access License:**

22.1. on the basis of the license granted, the Licensee is entitled to use the Software components within the scope of one Environment (excluding WEBCON BPS Designer Studio and WEBCON BPS Designer Desk components), in the scope of authorizing one External User in any given calendar month to Use the Software for each assigned Credit, on the terms described below.

22.2. Under the Single-Use Access License, an External User whom the Licensee may authorize to use the Software is considered to be any natural person to whom the Licensee makes the components of the Software available for use, excluding persons who are the Licensee's or Affiliate's staff. Whenever the provisions regarding the Single-Use Access License refer to the External User, it should be understood as the scope described in the previous sentences of this section.

22.3. For Single-Use Access License:

22.3.1. the term "**Use**" means such access or use of the Software that results in the recording of information about the operation performed by the user (such as, but not limited to, launching or accepting a workflow instance, following a path, invoking an action, entering or modifying or deleting data on forms) in the Environment Database;

22.3.2. the term "**Credit**" means a Use by one External User, to which the Licensee may authorize in each calendar month under the granted license. The number of Credits is determined based on a separate agreement of the Parties, in particular as part of Orders for Credit packages.

22.4. The credit is considered used when the External User authorized by the Licensee makes the first Use in a given calendar month within a given workflow instance. The given External User may then use the Software and make any number of Uses (i) within the workflow instance within which the first Use occurred, (ii) until the end of the calendar month in which the first Use within the same workflow instance occurred.

22.5. In the event that a given External User authorized by the Licensee to use the Software in the scope described above made a Use in more than 20 different workflow instances in a given calendar month, then only 20 Credits are considered to be used in the same calendar month, and each subsequent Use until the end of the calendar month in which the first Use took place does not result in the use of the Credit.

22.6. Each use of the Credit described in the terms above reduces the total pool of Credits granted to the Licensee. The rules for purchasing Credits and their prices are specified in a separate agreement of the Parties, including based on the Price List.

23. **Base License:**

23.1. The Base License is granted each time to the Licensee who concludes the Subscription Agreement.

23.2. The Base License entitles the Licensee to use the Software to the extent that corresponds to the use of the following licenses:

23.2.1. 1 WEBCON BPS Designer Desk CAL license;

23.2.2. 1 WEBCON BPS Designer Studio CAL license;

23.2.3. 1 WEBCON BPS Enterprise Server License (if the total number of licenses mentioned in points 20 and 21 above granted to the Licensee is smaller than 100), or 2 WEBCON BPS Enterprise Server Licenses (if the total number of licenses mentioned in points 20 and 21 above granted to the Licensee is between 100 a 999), or an unlimited number of WEBCON BPS Enterprise Server licenses (if the total number of licenses mentioned in points 20 and 21 above granted to the Licensee is 1000 or more).

23.2.4. 1 License for each of the following components extending the functionality of the Software: WEBCON BPS Barcode Framework, WEBCON BPS SDK Framework, WEBCON BPS AI Framework, WEBCON BPS Advanced Analytics Framework.

24. **Optional Licenses:**

25. Additionally, the following licenses may be granted based on the Subscription Agreement:

25.1. WEBCON BPS Enterprise Server,

25.2. WEBCON BPS OCR Framework,

25.3. WEBCON BPS Designer Studio CAL,

25.4. WEBCON BPS Designer Desk CAL.

26. The number and type of licenses granted are specified in the Subscription Agreement.

27. In addition to the separate provisions of the Subscription Agreement, the provisions of this License Agreement, including this List, apply to the licenses granted thereunder.