

## GENERAL CONDITIONS OF A LICENSE AGREEMENT

### FOR USE THE „RAPORT 2” SOFTWARE

1. General conditions of the license agreement describe principles of cooperation between a user of the “RAPORT 2” software, who is a natural or legal person (hereinafter referred to as the “Licensee” and APLISENS S.A., with its registered office at ul. Morelowa 7, 02-192 Warsaw, KRS No 302835, registered by the District Court for the capital city of Warsaw XIII Commercial Division of the National Court Register, entitled to the “RAPORT 2” software (hereinafter referred to as the “Licensor”).
2. The License authorizes the Licensee to use the Software for running business activity directly connected with use of APLISENS S.A. purchased equipment.
3. These conditions specify the content of the agreement concluded by a purchaser of the “RAPORT 2” Software.

#### § 1

1. The Licensor declares that is entitled to property copyrights to the “RAPORT 2” software (hereinafter referred to as the “Software”) to the full extent, without any limitations to third parties (including any photos, animations, images, visual and sound recordings, music, texts and other).
2. The software is a computer program under the Act on copyright and related rights of 4th February 1994 (O.J. 2006 No 90 item 631 as amended).
3. The license does not entitle the Licensee to any use of trademarks of the Licensor. The name and logo of the RAPORT 2 software are under legal protection subject to relevant regulations. The Licensee, without prior written consent of the Licensor, is not entitled to record, multiply or disseminate intangible assets mentioned in the previous sentence, in full or in part by any means or in any form.

#### § 2

1. The Licensor undertakes to pay to the Licensor a single lump-sum fee for granting the license under these conditions. On payment of the license fee the Licensee shall acquire a non-exclusive license for use of the Software without time limit.
2. The Software may not be rented, leased or lent by the Licensee. The Licensee is not entitled to grant any sublicense under the rights granted to the Licensee hereunder unless the circumstances specified in subpar. 3 appear.
3. The Licensee, who is a distributor of the APLISENS S.A. equipment under a separate agreement, may grant a sublicense subject to these conditions with a consent of the Licensor, under conditions specified in further subparagraphs, without a right to sublicense.

4. Prior granting the license, the Licensee specified in subpar. 3 is to place an order with the Licensor, including statement of a number of licenses. If required, the Licensor, on the basis of the order, shall deliver also to the Licensee documents, media or other materials necessary to granting the license.
5. The Licensee undertakes to pay to the Licensee the license fee specified by the Licensor for each license.
6. The Licensor specified in subpar. 3 is entitled to grant a license with a ban on sublicense for a single lump-sum fee.
7. The Licensor specified in subpar. 3 is to inform license holders about functioning of the Software in such way as to exclude any misunderstanding concerning features and conditions of its proper operation.

### § 3

1. In case of Software de-installation, the Licensee acknowledges and agrees that the Licensor is not particularly responsible for any data stored by the use of the Software and for damage related to any loss of such data.

### § 4

1. The Licensee undertakes to conform with provisions of this license agreement while installing, copying or using the Software in any way.
2. If the Licensee does not agree to conform with provisions of the license agreement the Licensor shall not grant the Software license to the Licensee and the Licensee shall not be entitled to install or use it.

### § 5

1. The license authorizes the Licensor to: 1) install the Software on a single computer workstation; 2) use the Software on a single computer workstation; 3) use the Software solely for own purposes of the Licensee which is meant as running, displaying, having access, printing, entering one's own data, exporting data from the Software;
2. The Licensee is entitled to: 1) make one backup copy of the Software, if it is necessary for the use of the software;
3. The Licensor does not authorize the Licensee to make any changes and modifications to the Software nor to use the property copyrights to the software specified in art. 47 subpar. 4 of the Act on copyright and related rights except a right to disseminate the Software to the extent resulting from this agreement.
4. The Licensee is not authorized to use the Software for any other purposes than those specified in the Software instruction.

## § 6

1. During the term of the license the Licensor may provide upgrades of the Software to the Licensee. The Licensee acknowledges that the Software may also automatically download and install any upgrades.
2. The only purpose of the upgrades is to improve, modernize and develop the Software and may have a form of defect correcting programs, improved functions, new Software modules or completely new Software versions.
3. The Licensee agrees that all or part of each Upgrade shall be installed automatically without any actions by the Licensee or undertakes to take up such actions, if required.
4. Any additional or new components of the Software provided to the Licensee within a technical assistance are integral part of the Software and are subject to provisions of this license agreement.

## § 7

1. The Licensor undertakes to remove from the Software – subject to further subparagraphs and without a separate remuneration – any defects preventing a proper use of the Software, revealed after the first installation of the Software by the Licensee or for the Licensee.
2. The Licensee shall use the Software at its own risk. Although the Licensor has tested the Software and verified the related documentation, the Licensor, to the extent permitted by applicable regulations, does not give any warranty of any kind, either expressed or implied, with respect to the software or documentation, its quality, functioning or fitness for any particular purpose or use for needs of individual requirements of the Licensee.
3. The Licensor will not be liable, to the extent permitted by applicable regulations, for any damage suffered by the Licensee or third parties related to use of the Software following principles specified in the license provisions as well as for the damage suffered by the Licensee or third parties related to violation of conditions of the license, especially as the result of an unauthorized (without obtaining the license) or improper (contrary to the intended use of the Software) installing or use of the Software.
4. The Licensor especially is not liable for any damage resulting from use, improper use or inability to use the Software, any damage resulting from loss or distortion of data, damage resulting from dissemination of harmful applications by use of the Software or blocking of a possibility to use another software.

## § 8

1. The Licensor shall accept any comments on the Software by the Licensees including any remarks concerning breakdowns, defects or other examples of defective operation of the Software as well as suggestions concerning additional features and functions or their modifications – through an internet forms available at [www.aplisens.pl/raport2](http://www.aplisens.pl/raport2) or by e-mail: [raport2@aplisens.pl](mailto:raport2@aplisens.pl).
2. The Licensor is not obliged to answer or respond to any comments or suggestions and the Licensee grants the Licensor an uninterrupted, irrevocable, free of license fee right to use and license (if applicable) the entered comments and suggestions to the Software.

3. In some selected cases the Licensor shall provide a technical assistance in a form of answers to questions submitted in the above stated manner and strictly related to the Software. The Licensor shall not guarantee to solve any technical problem which arises in connection with use of the Software.

#### § 9

1. The Licensee acknowledges that in case of need to process any personal data, such data shall be processed only to provide services through the Software and the Licensor is an administrator of personal data processed in a set.
2. The data shall be made available only to entities authorized to access to the data under legal regulations.
3. The Licensee has a right to inspect the submitted personal data and to correct and change them.

#### § 10

1. The Licensor has a right to terminate the agreement with immediate effect if:
  - 1) the Licensee has infringed any copyrights of the Licensor,
  - 2) the Licensee does not comply with provisions of this agreement,
  - 3) the Licensee is in delay with a payment of the licensee fee.
2. The Licensor may terminate the agreement at any time independently by performance of technical actions resulting in de-installation of the Software. Such de-installation of the Software results in irretrievable deletion of the data submitted by the Licensee upon execution of the agreement or during its term and a loss of any archived data stored by the Licensee during the term of this agreement.
3. In case of withdrawal from or termination of the agreement any rights acquired by the Licensee shall return to the Licensor.

#### § 11

1. Provisions of the Act on copyright and related rights and provisions of the Civil Code shall apply to any issues not provided in this agreement.