

END USER LICENSE AGREEMENT on the Use of Nembus PSIM Software Products

This End User License Agreement (hereinafter the “Agreement”) is a legal agreement between the Licensor and the Licensee on the use of Nembus PSIM Software Products (hereinafter the “Software Products”).

1. TERMS

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

1.2. Licensor shall mean the owner (Right Holder) of the exclusive property copyright — ALESTA CORP. Sp. z o.o., a legal entity registered under the laws of Poland, NIP: 1133063514, REGON: 522412980, POLAND, 03-977 WARSAW, ALGIERSKA UL. 19W.

1.3. Licensee (End User) shall mean a legal entity receiving the non-exclusive right to use the Software Products to the extent and in the manner determined herein.

1.4. Fee shall mean a fee paid by the Licensee to the Licensor for obtaining a license to use the Software Products on the terms and conditions and in the manner determined herein.

1.5. License shall mean the Licensor’s permission for the use of the Software Products by the Licensee on the terms and conditions determined herein.

2. PROCEDURE FOR GRANTING THE LICENSE

2.1. The Licensor shall grant to the Licensee the License for the use of the Software Products only.

2.2. Before the commencement of the use of the Software Products, the Licensee shall be provided with the possibility to familiarise itself with the terms and conditions of this Agreement, the text of which is posted on the portal alesta.net.pl.

2.3. If the Licensee agrees to comply with the terms and conditions of the Agreement, it shall be entitled to use the Software Products to the extent and in the manner determined herein.

2.4. If the Licensee disagrees to the terms and conditions of the Agreement, the Licensee shall not be entitled to install, copy, download or otherwise use the Software Products.

2.5. Installation, copying, download or other use of the Software Products shall mean the Licensee’s agreement to comply with the terms and conditions of the Agreement.

3. LICENSE TERMS AND CONDITIONS

3.1. License validity term: unlimited.

3.2. License territory: worldwide.

3.3. License type: non-exclusive.

3.4. Scope of the rights granted by the License:

3.4.1. The Licensee is entitled to use the Software Products only in its own business activity.

3.4.2. The Licensee is entitled to use the Software Products only according to their intended functional purpose.

3.4.3. In no case shall the Licensee be entitled to transfer its rights under this License to any third party.

3.4.4. The Licensee is entitled to make one backup copy of the Software Products on a permanent data storage medium provided such backup copy is not installed and used on other equipment.

3.4.5. The Licensee is not entitled to copy and/or transfer the Software Products to any media, except for the terms and conditions determined herein.

3.4.6. The Licensee is not entitled to modify, supplement, decompile the Software Products, subject it to reverse engineering, disassemble, translate, adapt or make any other changes in the Software Products.

3.4.7. The Right Holder reserves the right to update and change the content of the Software Products and its accompanying files, documentation and other elements from time to time and at its own discretion, without consent of the Licensee. Terms and conditions of the Licensee’s obtainment of the right to receive updates of the Software Products shall be determined separately.

3.4.8. The Right Holder is not obliged to support the Software Products. Terms and conditions of the Licensee’s obtainment of the right to receive support of the Software Products shall be determined separately.

3.4.9. The Licensee is entitled to use the Software Products on any operating system.

3.4.10. The Licensee is entitled to use the Software Products on any hardware or software platform.

3.4.11. The Licensor is entitled to change at any time the restrictions specified in clauses 3.4.9 – 3.4.10 hereof; in such case, the Licensor shall notify the Licensee of such changes by the relevant notice to the Licensee’s e-mail address provided by the Licensee for communications regarding the License and Software Products 30 calendar days before the changes take effect.

4. LICENSE FEES

4.1. No fee for obtaining the License is required by the Licensor.

5. NO WARRANTY

5.1. The Software Products shall be provided as is, except as expressly stipulated herein.

5.2. This Agreement does not warrant smooth operation or full conformity of the Software Products to the Licensee's requirements.

5.3. In no case shall the Licensor be liable for any special, incidental, indirect or consequential damages arising out of or in any way related to the use or inability to use the Software Products, provision or a failure to provide any services, information, Software Products and related content arising from the use of the Software Products or otherwise under or in connection with this Agreement.

6. INDEMNITY

6.1. If the Software Products become the subject of a claim for infringement of the intellectual property rights of any third party, the Licensor, at its own will and discretion, may:

- replace or modify the Software Products so that they do not infringe the rights;
- refund any license fees paid by Licensee in connection with such Software Products.

7. COPYRIGHT

7.1. The Right Holder's rights are protected by the laws of Poland on copyright, other laws on copyright and international treaties.

7.2. The Licensor reserves all rights to the Software Products granted to it by the Right Holder. The Licensor grants the right to use the Software Products only to the extent determined herein.

7.3. The Licensee is not entitled to remove any copyright or proprietary notices from the Software Products.

7.4. The Licensee is hereby granted the non-transferable, non-exclusive and limited right to install and use a copy of the Software Products. All other rights remain with the Right Holder.

7.5. The Licensee undertakes not to allow any violations of the property and non-property rights of the Software Products copyright holders and, in case of detection of such violations by itself or third parties, to immediately notify the Licensor thereof.

8. MARKETING

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

8.2. The Licensor's right set forth in clause 8.1 hereof may be terminated upon written request of the Licensee made before or after the parties enter into this Agreement, in which case the termination of such right may take up to 30 days to remove related marketing materials.

9. APPLICABLE LAW

9.1. This Agreement shall be governed by the laws of Poland.

9.2. Export of the Software Products shall be regulated by the export regulations of Poland.

10. COMPLIANCE WITH THE LAW

10.1. In no case is it allowed to use the Software Products for the purpose of unauthorised access to information or in other types of activity that may violate any international, national, state, regional or local laws and regulations, including, but not limited to, laws on the personal data protection, copyright and related rights, rights to inventions and utility models, protection of public morals, etc. The Licensor reserves the right to refuse granting of the License to the Software Products to legal entities subject to sanctions or to any persons, when there are sufficient grounds to believe, based on specific irrefutable evidence, that they have participated, are participating, or pose a significant risk of involvement in activities that are illegal, unacceptable or threaten the national security or safety of any person.

11. TERMINATION

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

11.1.1. If the License has an expiration date — on the expiration date.

11.1.2. The Licensee may terminate this Agreement if the Licensee fails to comply with the terms and conditions hereof.

11.1.3. Withdrawal of the Software Products.

11.2. Immediately upon termination of the License granted hereunder, the Licensee shall, by its own means and at its own expense, terminate access to the Software Products and ensure that all authorised users immediately cease any use of such Software Products, except for the use of the Software Products once only for the export of data collected by the Software Products.

12. CONFIDENTIALITY

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

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

12.2.1. the Receiving Party rightfully possessed or was aware of prior to receipt from the Disclosing Party;

12.2.2. which became public through the fault of the Receiving Party;

12.2.3. properly received by the Receiving Party from a third party without breaching any confidentiality obligation;
12.2.4. independently developed by employees of the Receiving Party, who did not have prior access to such information.
12.3. The Receiving Party may also disclose confidential information if required to do so by the regulation, law or court order (but only to the minimum extent necessary to comply with such regulation or order and with a prior notice to the Disclosing Party).

12.4. The Licensor may collect through the Software Products various information related to the use of the Software Products by the Licensee and additionally analyse it for the purpose of improving products and services. Such data shall be collected, stored and analysed in accordance with the Privacy Policy and other provisions established by the effective laws of Poland and provisions of the legislation of the European Union, including the General Data Protection Regulation.

13. PERSONAL DATA PROTECTION

13.1. The Parties understand that the execution hereof constitutes a ground for the processing of personal data of the subjects of the Parties' data.

13.2. The Parties understand that:

13.2.1. Subjects of the Parties' personal data are natural persons directly performing actions related to the execution and performance of this Agreement.

13.2.2. Personal data of the subjects of the Parties' personal data include:

13.2.2.1. Last name, given name and e-mail address, place of work and position of the subject of the Licensee's personal data;

13.2.2.2. Last name, given name, e-mail address, phone number, residential address, identification code, bank account number of the Licensor as the subject of personal data.

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

13.2.3.1. performance by the Parties of the obligations hereunder;

13.2.3.2. compliance by the Parties with the law regarding provision by the Parties of financial, statistical and other reports to the competent authorities of the Parties' states.

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

13.2.4.1. Regarding the purpose of the processing stipulated by clause 13.2.3.1 hereof — during the term hereof.

13.2.4.2. Regarding the purpose of the processing stipulated by clause 13.2.3.2 hereof — during the term prescribed by the law (including regarding the term of the storage of documents).

13.3. Each of the Parties undertakes to perform all possible actions for such Party to avoid unauthorised access, distribution of personal data of the subjects of personal data of the other Party.

13.4. Each of the Parties undertakes to immediately (as far as possible) notify the subject of personal data of the other Party of each case of unauthorised access, distribution of personal data of the subjects of personal data of the other Party.

14. AMENDMENTS

14.1. This Agreement enters into force from the date of acceptance of the terms and conditions hereof by the Licensee in the manner determined herein. Amendments hereto are possible only if made in writing and signed by both Parties, except as expressly stipulated herein.

14.2. The text of the Agreement may be updated from time to time without prior notice to the Licensee and published on the website alesta.net.pl.

14.3. Each published edition of the Agreement has a distinct version and publication number.

14.4. Regardless of such updates, the most recent version of the Agreement on the date the Licensee entered into the Agreement shall remain in effect until termination hereof.

14.5. If any provision of the Agreement is held by the court invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

15. CONTACT DETAILS

15.1. In case of any questions, contact details of the Licensor are as follows:

Roman Iarmolenko

Phone number: +48881466732

E-mail: r.iarmolenko@alesta.net.pl