

NACVIEW SOFTWARE END-USER LICENSE AGREEMENT (EULA, END-USER LICENSE AGREEMENT)

This NACVIEW software end user License Agreement does not apply, if the NACVIEW Software license is subject to a separate agreement between Licensee and Licensor.

BEFORE INSTALLING THE NACVIEW SOFTWARE, MAKE YOURSELF FAMILIAR WITH THIS DOCUMENT (HEREINAFTER REFERRED TO AS: „**LICENSE**”, „**LICENSE AGREEMENT**”).

CLICKING ON "INSTALL" DURING SOFTWARE INSTALLATION OR USING THE NACVIEW SOFTWARE MEANS THAT THE LICENSEE CONFIRMS TO HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS LICENSE AGREEMENT, WHICH WAS MADE AVAILABLE TO THE LICENSEE ON THE RELEVANT WEBSITE DURING THE INSTALLATION PROCESS AND IS AVAILABLE ON THE SOFTWARE INTERFACE TAB UNDER LICENSE AFTER CLICKING ON "LICENSE AGREEMENT" AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. IF THE LICENSEE DOES NOT AGREE TO ANY OF THE TERMS OR CONDITIONS SPECIFIED HEREIN, THEY SHOULD CANCEL THE INSTALLATION PROCESS OR STOP USING THE NACVIEW SOFTWARE. THE USE OF THE SOFTWARE SHALL BE UNDERSTOOD, IN PARTICULAR, AS ITS INSTALLATION, RUNNING, LOADING, COPYING, USING, DOWNLOADING, GAINING ACCESS TO OR AS USING OR GAINING BENEFITS FROM THE SOFTWARE IN ANY OTHER WAY. IN THE CASE THE SOFTWARE IS INSTALLED OR USED ON BEHALF OF THE LICENSEE, THE LICENSEE REPRESENTS THAT THEY HAVE AUTHORIZED THE PERSON ACCEPTING THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT TO DO SO ON THEIR BEHALF. ACCEPTANCE OF THE PROVISIONS HEREOF IS TANTAMOUNT TO SIGNING A HARD COPY OF THE AGREEMENT BY THE LICENSEE IN PERSON.

THE NACVIEW SOFTWARE IS PROTECTED BY COPYRIGHT, INTELLECTUAL PROPERTY RIGHT AND THE REMAINING PROVISIONS OF THE GENERALLY APPLICABLE LAW. ACCESS TO THE SOFTWARE IS PROVIDED THROUGH LICENSING AND NOT THROUGH TRANSFER OF COPYRIGHTS. COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS TO THE SOFTWARE AS A WHOLE AND TO INDIVIDUAL ELEMENTS THEREOF, INCLUDING CONTENTS, GRAPHICS, WORKS, DESIGNS AND MARKS BEING PART THE SOFTWARE CONSTITUTE THE PROPERTY OF THE LICENSOR OR OTHER AUTHORIZED THIRD PARTIES. THE PROTECTION CONFERRED ON THE SOFTWARE COVERS ALL FORMS OF ITS EXPRESSION.

1. DEFINITIONS

1.1. Definitions used in this License mean:

- 1.1.1. **AUTHORIZED SUPPLIER** - an entity authorized by the Licensor to sell the Software to end users, whereas only those entities which acquired the Software from the Licensor's official distributor may be the Authorized Suppliers.
- 1.1.2. **LICENSE CERTIFICATE** - specific terms and conditions of the License granted to the Licensee, containing, in particular, information on the Authorized Usage, License Term, including a date of its activation, which is the date on which the Licensor confirms, during the Software Registration, that the Licensee purchased the License (License Certificate is provided to the Licensee in the form of information available on the Software interface tab under LICENSE - after clicking on "License Certificate" .)
- 1.1.3. **DOCUMENTATION** - description of the functions, operation and elements of the NACVIEW Software published on the NACVIEW Website, whereas the link to the Documentation is available on the Software interface tab after clicking on "Help".
- 1.1.4. **PERMITTED EXCESSIVE USAGE**- the Authorized Usage exceeded within limits defined by the Licensor; information about the Permitted Excessive Usage applicable to the Licensee is available on the Software interface tab under LICENSE as a Daily License Limit parameter comprising the Authorized Usage (named as a License parameter) and the Permitted Excessive Usage. Additional information on the Permitted Excessive Usage can be found in the "NACVIEW software licensing" document available on the Software interface tab under LICENSE - after clicking on "License Agreement". The Licensee acknowledges that the Authorized Usage is the usage to which they are entitled to, and the Permitted Excessive Usage enables uninterrupted use of the Software in case such excessive use is within limits and does not call for the need to Extend the License due to the Licensee's needs and as a voluntary perk granted by the Licensor it may be changed without the consent of the Licensee, after informing the Licensee about such a change in any form.
- 1.1.5. **CC** – Act of 23 April 1964 the Civil Code (Journal of Laws of 1964, no. 16, item 93, uniform text Journal of Laws of 2018, item 1025).
- 1.1.6. **LICENSEE** - (1) a natural person who uses the Software in connection with their economic or professional activity (not being a consumer in this case); (2) a legal person; or (3) an organizational unit which does not have legal personality but to which legal capacity is assigned by a distinct law - for which the Software was downloaded or installed, which is the acquirer of the Software License and whose details were provided in the License Certificate.
- 1.1.7. **LICENSOR** - SCAN IT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Poznan (registered office and correspondence address: ul. Dąbrowskiego 553, 60-451 Poznan); entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000428489; registry court which keeps the

company's documentation: Sąd Rejonowy Poznań Nowe Miasto i Wilda in Poznan, VIII Economic Division of the National Court Register; share capital in the amount of: 5,000.00 PLN.; Tax Identification Number (NIP): 7811879633.; National Business Registry Number (REGON): 302174048; e-mail address: office@nacview.com.

- 1.1.8. **NACVIEW; SOFTWARE; NACVIEW SOFTWARE** - an integrated system that authorizes the access to the computer network within the Licensee IT infrastructure requested by the User using the user's device or directly by user's devices, constituting a computer program within the meaning of the Copyright Law, together with the remaining elements thereof, which are not the computer program within the meaning of the Copyright Law but constitute its integral part - which is the subject matter of the License Agreement. Description of requirements, functions and services available within the Software is provided in the Software Documentation.
- 1.1.9. **SUPPORT PERIOD** - the period during which the Licensor provides technical support services with respect to the Software and may provide the Licensee with Software upgrades. Detailed rules on the provision of technical support services and Software upgrades have been set out in the "NACVIEW software support services" document available to the Licensee on the Software interface tab under LICENSE - after clicking on "License Agreement".
- 1.1.10. **AUTHORIZED USAGE** - the usage to which the Licensee is entitled when using the Software (scope of the License) with due account of the Permitted Excessive Usage. The usage may be defined as the maximum number of unique authorizations made in 24 hours (counted from midnight) or differently as the Licensor shall decide. The Authorized Usage has been specified in the License Certificate.
- 1.1.11. **COPYRIGHT LAW** - Act of 4 February 1994 on the copyright and related rights (Journal of Laws of 2018, 1191 uniform text of 21.06.2018).
- 1.1.12. **SOFTWARE REGISTRATION** - the process consisting in the authorization of the Software License acquisition, which enables the activation and use of the Software following the provision of the requested information by the Licensee allowing their identification and verification of the purchased License. The information is entered using a form available on the Software interface tab under LICENSE - after clicking on "Request License". The License Activation shall take place only after the Licensor confirms the acquisition of the Software License by the Licensee. The Software Registration shall take place within 30 days following the purchase of the Software License. As a result of the Software Registration and License Activation the Licensee will receive the installation file, which will enable the use of the Software once installed.
- 1.1.13. **NACVIEW WEBSITE** - Licensor's Website concerning the NACVIEW Software at <https://nacview.com> and its subpages.
- 1.1.14. **UNIQUE AUTHORIZATIONS** - processes related to the authorization of access to the computer network within the Licensee IT infrastructure based on:
 - a) a unique connection between the User and MAC address - authorization of access to the computer network made by the User through the User's device;
 - b) name of the User's device and MAC address or MAC address itself - authorization of access to the computer network gained by the User's device directly.
- 1.1.15. **USER'S DEVICE** - an electronic device or computer equipment through which the User gains access to the computer network within the Licensee IT infrastructure or which gains direct access to said computer network.
- 1.1.16. **USER** - employees, associates and guests of the Licensee and other persons requesting access to the computer network within the Licensee IT infrastructure.

2. GENERAL PROVISIONS

- 2.1. This License specifies binding rules governing the use of the NACVIEW Software by the Licensee. Description of the Software's requirements and functions is provided in the Software Documentation.
- 2.2. This License as well as the NACVIEW Software are addressed only to entrepreneurs, which means that only an entity not being a consumer may be the Licensee.
- 2.3. An entity entitled to proprietary copyrights to the NACVIEW Software based on this License is the Licensor.
- 2.4. The legal use of the Software shall be conditional upon the acceptance of the terms and conditions hereof as per the acceptance rules specified herein and the Software Registration.
- 2.5. The Licensee using the Software is obliged to comply with this License. The Licensee represents that all persons using the Software - in particular the Licensee's employees and associates - will do so only on behalf of the Licensee and will comply with the terms and conditions hereof and that any violations in this regard shall be the responsibility of the Licensee.

3. GRANT AND SCOPE OF A LICENSE

- 3.1. Copyrights and intellectual property rights to the Software as a whole and individual elements thereof including graphics, works, designs and marks available within the Software belong to the Licensor and other authorized third parties and are subject to copyright protection and other provisions of the generally applicable law. The protection conferred on the Software covers all forms of its expression.

- 3.2. The License shall be granted for the period specified in the License Certificate.
- 3.3. The subject matter of the License Agreement is the granting to the Licensee a **non-exclusive** and **non-transferable** license for the use of one copy of the Software within the Authorized Usage specified in the License Certificate, pursuant to the rules defined in this License and for the purposes defined in the Documentation.
- 3.4. The License gives the Licensee the right to use the Software in line with its intended purpose, Documentation, and this License, taking into account the terms and conditions included in the License Certificate and in line with the law and good practice and with respect to personal rights, copyrights and intellectual property of the Licensor and third persons **in the following fields of exploitation: The Licensee is entitled to use one copy of the Software in line with its intended purpose specified in the Documentation within the Authorized Usage and to install one copy of the Software in a single computer network of the Licensee.**
- 3.5. Any rights besides the above, which are not expressly granted to the Licensee, are reserved by the Licensor, in particular the Licensee is not entitled, under the License, to (1) translate, correct, adapt, change the layout or make any other changes to the Software or a part thereof, and to perform other activities aimed at development of computer programs with similar intended use or function based on the Software; (2) distribute the Software, and to lease the Software or the copies thereof; (3) transfer, grant license/sublicense to the Software (including the right to authorize other persons to use the Software) and to (4) place the Software on the market, and to lend it for use or lease or donate in the settlement; (5) permanently or temporarily reproduce the Software - in whole or in part, by any means and in any form, subject to the right to make one back-up copy of the Software for archiving purposes, which cannot be used simultaneously with the Software, whereas this License Agreement applies to such a copy of the Software made by the Licensee.
- 3.6. The Software's structure, organization and source code constitute the valuable trade secret of the Licensor and its suppliers. The Software is also protected by the Copyright Law and applicable international agreements. The Software shall be treated like any other copyright-protected work. The Licensee is not entitled to copy the Software or the Documentation, except in cases explicitly specified by the License. The Licensee undertakes not to improve the Software's functionality and not to modify, adapt, translate, decode, decompile, disassemble or attempt to identify the source code of the Software in any other way, except as allowed by the mandatory provisions of law. Trademarks must be used pursuant to the mandatory provisions of law. Trademarks may be used only on printouts made by the Software. The above use of the trademark does not give any title to the trademark. The Licensee is not granted any copyrights to the Software. This License Agreement does not give the Licensee any rights related to the trademarks and service marks of the Licensor.
- 3.7. The Licensee reserves that certain Software elements may be provided by independent producers and may be subject to different time limits and terms and conditions than those set forth herein, which the Licensee is obliged to observe.

4. ADDITIONAL ISSUES ASSOCIATED WITH USING THE SOFTWARE

- 4.1. The Software may be used by the Licensee or persons acting on their behalf only for the business purposes of the Licensee, under their control, supervision and responsibility.
- 4.2. The Licensee shall be responsible for:
 - 4.2.1. ensuring that the Software is used properly, lawfully and in line with the terms and conditions of this License by all persons - in particular their employees or associates - using the Software on behalf of the Licensee;
 - 4.2.2. implementing and ensuring appropriate control and supervision over the Software's use;
 - 4.2.3. complying with provisions on the processing of personal data and confidential information binding the Licensee in connection with the use of the Software.

5. PERIOD OF VALIDITY AND FEES FOR USING THE SOFTWARE; EXPIRY AND TERMINATION OF THE AGREEMENT

- 5.1. The License shall be granted for an indefinite period ("perpetual license") or for the period of one year ("one-year license") following its activation, depending on the type of license acquired by the Licensee, whereas the License's validity period is specified in the License Certificate. The License named in the License Certificate as "Normal" is the perpetual license, and the License named as "Annual" is the one-year license. In case the Licensee fails to register the Software within 30 days following the purchase of the Software License, the period for which the License is granted shall be shortened by the period counted from the lapse of the above 30-day period till such late Software Registration.
- 5.2. The one-year license shall expire one year after its activation. Before such an expiry, the Licensee may extend the License validity for another year ("License Extension") by placing an order with the Authorized Supplier and paying the fee for the License Extension. The License may be extended multiple times subject to the above procedure.
- 5.3. The Licensee is obliged to pay all license fees due to the Licensor, which are paid through the Authorized Supplier and the amount of which is determined based on the type of the acquired license and the Authorized Usage, pursuant to rules agreed upon with the Authorized Supplier. If the Licensee wishes to increase the Authorized Usage ("License Extension") he must notify the Authorized Supplier of the fact and pay the license fees arising from the agreement made with the Authorized Supplier.

- 5.4. The Licensor has the right to terminate the License Agreement effective immediately, if: the Licensee or any of their employees or associates violate the Licensor's copyrights or fail to fulfill or infringe upon the provisions of the License Agreement.
- 5.5. In case the License Agreement expires, for any reason, the Licensee shall immediately stop using the Software and destroy all copies thereof.

6. VERIFICATION OF THE AUTHORIZED USAGE; EXCEEDING THE LICENSE

- 6.1. Violation of the terms and conditions hereof shall be subject to liability, pursuant to the applicable law and this License Agreement.
- 6.2. The Licensee acknowledges that the Software has the mechanisms of automatic verification, which control if the Licensee uses the Software in line with this License Agreement, in particular whether or not they exceed the Authorized Usage increased by the Permitted Excessive Usage.
- 6.3. The Licensor shall inform the Licensee about them reaching the Authorized Usage limit and exceeding the Permitted Excessive Usage ("Exceeding the License") in daily reports provided to them.
- 6.4. Such daily reports may also inform the Licensee that the License purchased by them clearly does not meet the needs of the Licensee and must be extended. Exceeding the License will result in blocking the Software's interface, which will further result in the restriction of the Software's functions consisting in the inability to use the Software interface-related functions (i.e. inability to make configurations and review configurations and logs, whereas the function of managing the access to the network will work in line with the system-based configuration). The Software's interface will be unblocked following the License Extension. The Licensee fully accepts the consequences of Exceeding the License set forth herein.
- 6.5. Detailed information on the verification of reaching the Authorized Usage limit, Permitted Excessive Usage limit and Exceeding the License can be found in the information available on the NACVIEW Website and in the "NACVIEW software licensing" document available on the Software interface tab under LICENSE - after clicking on "License Agreement".

7. SOFTWARE-RELATED RESTRICTIONS

- 7.1. The Licensor shall not be in any case liable to the Licensee or any third parties for damage occurring as a result of the use or inability to use the Software regardless of the cause and subject of such damage, whether it is the contractual, tortious or other liability, even if the Licensor knew, should have known or was informed about the likelihood of occurrence of such damage.
- 7.2. The Licensor does not warrant that the Software is free from errors or that the Licensee will be able to operate the Software without problems or disturbances. Additionally, due to the constant development of new techniques of hacking into and attacking computer networks, the Licensor does not warrant that the Software or the system or network in which the Software is installed and operated will not be vulnerable to getting hacked or attacked.
- 7.3. The Licensor does not warrant that the Software will meet the Licensee's requirements.

8. AUTHORIZATION TO USE THE SOFTWARE

- 8.1. The License does not authorize to lend, lease, sublicense or lend for use the Software and Documentation.
- 8.2. Licensee's subsidiaries are entitled to use the License. Such use does not have specific exclusions from point 8.1.

9. TERMS OF CESSATION OF USE

- 9.1. The Licensee may, at any time and without stating a reason, delete the Software (resign from using the Software) by uninstalling it. Deletion of the Software during the term of the License shall not result in the expiry of obligations arising from the License Agreement.

10. SUPPORT PERIOD; SOFTWARE UPGRADES

- 10.1. The Licensor may provide the Licensee with Software upgrades during the Support Period. The Licensee will be each time informed about the scope of an upgrade and will be able to download the upgraded Software. In case the Software is an upgrade of the previous Software version, the Licensee must hold a valid License for the previous version of the Software to legally obtain the upgraded Software, unless the Licensor decides otherwise. The upgrade shall be treated as part of the Software and shall be subject to the provisions of this License.
- 10.2. Moreover, the Licensor provides technical support services with respect to the Software during the Support Period.
- 10.3. Detailed rules on the provision of technical support services and Software updates have been set out in the "NACVIEW software support services" document available to the Licensee on the Software interface tab under LICENSE - after clicking on "License Agreement".
- 10.4. The Support Period arises from the order placed with the Authorized Supplier and may be verified by the Licensee on the Software interface tab under UPDATE.

- 10.5. The one-year license covers a one-year Support Period.
- 10.6. Purchase of the Perpetual License requires the acquisition of a one-year Support Period, whereas the Licensee may extend the Support Period against extra payment or order and acquire the Support Period after its expiry against extra payment based on the agreement made and order placed with the Authorized Supplier. In case of the License is offered free of charge the acquisition of a one-year Support Period is not required.
- 10.7. Once the Support Period becomes invalid, the Software upgrades shall not be provided to the Licensee.

11. LIMITED SOFTWARE WARRANTY

- 11.1. The Licensor warrants to the Licensee that the Software shall substantially operate as described in the Documentation provided that the Software is used in line with this License, Documentation and using the right equipment configuration. Insignificant differences in the Software performance in relation to the Documentation shall not give rise to a complaint. This limited warranty shall not apply to the "not for resale" version (NFR) of the Software and demo versions (DEMO). If the Software does not substantially conform to the Documentation the full liability of the Licensor and the only compensation/redress due to the Licensee shall consist in, depending on the Licensor's choice, replacing the Software or reimbursing the payment made by the Licensee for the Software License. The above entitlements shall not exclude the possibility to pursue claims pursuant to mandatory provisions of law.
- 11.2. The above limited warranty constitutes the only and exclusive obligation of the Licensor and their suppliers for violating the terms and conditions of the License Agreement. The Licensor and their suppliers do not warrant and cannot warrant the performance or the efficiency of the Software. Except for the provisions of the above warranty and in relation to any other warranties, terms, provisions and agreements, whether or not repealed by the locally applicable laws, the Licensor and their suppliers disclaim any warranties, terms, provisions and agreements, whether expressed or implied, contractually defined or made on customary basis and in any other form, including (but not limited to) possible infringement upon copyrights of third persons, integration, satisfaction with quality or suitability to use. The provisions of this clause shall not expire with the expiry of the License Agreement (for any reason), which, however, does not give the Licensee the right to continue using the Software following the expiry of the License Agreement.
- 11.3. The Civil Code provisions on the warranty for physical defects shall not apply to this License Agreement.

12. LIMITATIONS OF LIABILITY

- 12.1. The Licensor licenses the Software as is and does not make any implied or expressed representations regarding its suitability to use. In no event will the Licensor and its suppliers be liable for damage or violations of third party rights caused indirectly or directly by the operation of the Software, including damage caused by inability to use, work interruptions or any other recurring, incidental or special damage of any kind, including the loss of profits or reduction of costs, whether or not the Licensor's representative was informed about the likelihood of occurrence of such damage or third party claims. None of the limitations contained herein limits the Licensor's liability for death or loss of health caused by willful misconduct of the Licensor. The Licensee explicitly confirms the Licensor's right to act on behalf of their suppliers only in the case of exclusion of liability, exclusion and/or limitation of duties or obligations specified herein.
- 12.2. The Licensor's liability towards the Licensee, regardless of legal grounds thereof, is limited - with regard to a single claim as well as all claims together - to the amount of the consideration paid for the performance of the License Agreement, which shall not exceed the amount of two hundred and fifty EUR. The Licensor shall be liable towards the Licensee only for damage which could be foreseen upon the conclusion of the Agreement and shall not be liable towards the Licensee for lost profits.

13. COMPLAINT PROCEDURE

- 13.1. The Licensor shall be liable for complaints related to the operation of the Software pursuant to the rules set out herein. The Licensee may lodge complaints within 14 days following the occurrence of the event giving rise to the complaint:
 - 13.1.1. in an electronic form, via e-mail to: complaints@nacview.com ;
- 13.2. The Licensee shall be obliged to provide the following information in the complaint's description: (1) Licensee's contact data, (2) contact data to a person handling the complaint on the Licensee's side, (3) information on the installed version of the system, (4) information and circumstances concerning the subject of the complaint, in particular the type and date of the irregularity's occurrence. The Licensor may refuse to handle the complaint if the Licensee fails to provide the required information.
- 13.3. The Licensor shall respond to the complaint immediately, not later than within 14 business days after it is lodged. Failure to respond to the complaint within the above time limit shall not mean that the Licensor deems the complaint to be justified.

14. CONFIDENTIALITY OBLIGATION

- 14.1.** The Licensee undertakes to keep strictly confidential and not to disclose to third parties as well as not to use for the purposes other than the performance of obligations arising herefrom, any technical, financial, technological, trade, organizational information and *know-how* of the Licensor associated with the conclusion and performance hereof.
- 14.2.** The non-disclosure obligation concerning the information related to the conclusion and performance of the License Agreement shall not apply to the information:
- a) disclosure of which is required by the provisions of law,
 - b) which was previously made public by the Licensor or disseminated by them in any manner,
 - c) classified as confidential by the Licensor but disclosure of which was later permitted by the Licensor in writing.
- 14.3.** The obligation arising from the confidentiality clause resulting from the above 14.1 shall remain in force throughout the term hereof and after its termination until the information referred in the 14.1 loses their economic value.

15. SPECIAL LICENSE VERSIONS

- 15.1.** The Licensee may acquire the right to a free test (DEMO) License, which is granted under the terms and conditions contained herein - which shall apply to the Licensee, provided that the test License to the Software is used internally, for testing purposes and expires 60 days after it is activated, and the Authorized Usage shall comprise 500 unique authorizations.
- 15.2.** The Licensee may acquire the right to a free NFR (NOT FOR RESALE) License, which is granted under the terms and conditions contained herein - which shall apply to the Licensee, provided that the NFR License to the Software is used internally, for promotional purposes, to present the Software's functions and test its functions for the purpose of preparing to its presentation and remains valid for the period specified by the Licensor at their discretion, and the Authorized Usage shall comprise 500 unique authorizations.
- 15.3.** The Licensor does not make any warranties or representations with respect to the operation and functions of the Software under the NFR or test License. The Licenses are not covered by any Support Period.
- 15.4.** The Licensor has the right to withdraw the NFR or test License effective immediately at their sole discretion without any compensation to the Licensee.

16. ADDITIONAL PROVISIONS

- 16.1.** The Licensor has the right to withdraw from the License Agreement concluded with the Licensee within 14 calendar days following its conclusion. Withdrawal from the License Agreement in this case may take place without specifying a reason and shall not give rise to any claims on the part of the Licensee against the Licensor.
- 16.2.** The Licensee agrees not to export or reexport the Software, any part thereof, or any process or service that is the direct product of the Software (hereinafter collectively referred to as the "Restricted Components"), to any country, natural or legal person subject to export restrictions imposed by Poland or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country. Any right to use the Software shall be granted only on the assumption that they lose validity once the above restrictions are violated.
- 16.3.** The Licensee may transfer the rights and obligations arising herefrom to third parties only with the prior written consent of the Licensor.
- 16.4.** The Licensee hereby agrees that the Licensor may connect to the Software to provide data necessary to ensure proper operation of the Software and to enable the Licensor to protect their rights.

17. PERSONAL DATA

- 17.1.** During the Software Registration the Licensee shall provide their identification data and contact details of the contact person, responsible for managing the Software.
- 17.2.** The Licensor shall not be provided with any personal data falling under the specific categories indicated in article 9 clause 1 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter as "GDPR").
- 17.3.** The controller of personal data provided to the Licensor by the Licensee and processed in relation to the performance of the provisions hereof is the Licensor. The purposes, scope, grounds and rules of the personal data processing are specified in the Privacy Policy published on the NACVIEW Website, whereas the link to said document is available on the Software interface tab under LICENSE - after clicking on "License Agreement". The Privacy Policy contains mainly the rules of the personal data processing by the Controller, including the grounds, purposes and scope of the personal data processing and the rights of data subjects as well as the information on the use of cookie files and analytical tools on www.nacview.com Website.
- 17.4.** The Licensee represents that disclosure of personal data of the contact person mentioned hereinabove to the Licensor shall take place in compliance with the law, i.e. under at least one of the processing grounds set forth in article 6 clause 1 GDPR; in the case the processing grounds shall be the consent of the contact person, the Licensee declares that the requirements concerning the expression of the consent by potential clients specified in article 7 GDPR have been

fulfilled. Additionally, the Licensee is obliged to provide the contact person mentioned hereinabove with the Privacy Policy so that such a person obtains information referred to in article 14 clause 1 and 2 GDPR contained in the Privacy Policy, which is also related to their personal data provided to the Licensor.

18. FINAL PROVISIONS

- 18.1.** The License Agreement shall be concluded in the Polish language and in line with the Polish law and shall be interpreted according to the Polish law. The English translation of the License Agreement constitutes appendix no. 1 to this License Agreement. The basis for the interpretation of this License Agreement shall be the version in the Polish language.
- 18.2.** Any disputes concerning this License Agreement shall be settled pursuant to the Polish law. The License Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 18.3.** Any disputes between the Licensor and the Licensee shall be submitted to the court having jurisdiction over the Licensor's registered office.
- 18.4.** If any of the License's provisions is found to be invalid, in whole or in part, the remained of the document shall remain in force and the Licensor and the Licensee undertake, at the request of any of them, to replace such invalid provisions with the provisions with legal validity and economic effect as similar as possible to such replaced provisions.
- 18.5.** The Licensor reserves the right to make changes to the License Agreement. The current content of the Software License Agreement is available at the NACVIEW Website.