General License Terms and Conditions

for the program AIUT MAXIMO EXPRESS

developed by: AIUT Spółka z ograniczoną odpowiedzialnością with its registered office at L. Wyczółkowskiego No 113 Street, Gliwice 44-109, registered in the District Court in Gliwice, 10th Commercial Division of the National Court Register, at KRS No. 0000136839, with NIP No.: 6310200340, BDO No.: 000003515, having the status of a large entrepreneur within the meaning of the act on counteracting excessive delays in commercial transactions, a share capital of PLN 200,000.00 (hereinafter: "**Aiut**").

I. Introduction

1. This General License Terms and Conditions for the software AIUT MAXIMO EXPRESS (hereinafter: "**Program**") set out the general rules for the use of the Program, which, along with applicable agreement, attachments thereto and other Transaction documents, constitute a complete agreement regarding each transaction under which Client may order Program.
2. Abovementioned Transaction Documents provide the specifics of transaction, such as charges and a description of and information about the Program and also additional statements of work, services descriptions, license information, licensed program specifications, ordering documents, supplements, or invoices. Attachments provide supplemental terms that may apply certain types of licensing of Program or provision of additional services.

II. General information about the Program

AIUT MAXIMO EXPRESS includes solutions based on the IBM Maximo Asset Management platform, manufactured by International Business Machines Corporation in Armonk, New York, USA, of which Aiut is a certified partner. The Program was developed by Aiut as a proprietary embedded solution, by extending the IBM's program with functionalities, predefined standards-based business processes and best practices enabling express deployment of top-class EAM solution.

III. General terms

1. The Client acknowledges that by downloading, installing, copying, accessing, clicking on an "accept" button, or otherwise using the Program, Client agrees to the terms of this General License Terms and Conditions (hereinafter: "**Terms and Conditions**"). By accepting these Terms and Conditions, Client represent that have full authority to bind himself or entity that represents, to these Terms and Conditions.
2. If Client do not agree to these Terms and Conditions or do not have authority, shall not download, install, copy, access, click on an "accept" button, or use the Program, and shall promptly return the unused media, documentation, and proof of entitlement to the party from whom it was obtained.

IV. Program license

1. A Program and it's copies are copyrighted and licensed.
2. By accepting these Terms and Conditions and entering into the applicable agreement with Aiut in accordance with Section I.1, the Client obtains a non-exclusive license to:

AIUT Sp. z o.o.

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Tax ID (NIP): PL6310200340
Statistic number (REGON): 271030123
Waste management (BDO): 000003515
District Court in Gliwice
Court registrar number (KRS): 0000136839
Initial capital: 200.000,00 PLN

a) use each copy of a Program, subject to the term of the applicable agreement and up to the number of license entitlements Client acquires, solely in executable object format (hereinafter: "**Authorized Use**");

b) make and install copies to support such Authorized Use;

c) make a backup copy.

3. Client may only permit the Program to be used by him or those of its employees or contractors, who has obtained an Authorized Use (hereinafter: "**Entitled Users**") and Client is responsible for compliance of all terms of applicable agreement and shall be liable for any breach of those terms.

V. Restrictions on use

1. Client shall (a) not make the Program available to unentitled users – other than Entitled Users (b) not assign agreement or transfer, lease, export or grant a sublicense of the license contained herein to any third party, except as and when authorized to do so by Aiut in writing; (c) not reverse engineer, decompile or disassemble the Program; (d) not use the Program except as authorized; (e) take all reasonable precautions to prevent third parties from using the Program in any way that would constitute a breach of the agreement (f) to translate, adapt, arrange, or create derivative works based on, or otherwise modify the Program for any purpose, without Aiut prior written accept.

2. Client acknowledges the Program contains embedded program created under a partnership agreement with IBM in the ESA (Embedded Solution Agreement) model, wherefore the Client may not directly access or use this third party product independently of Program or to contact IBM with regard to the Program.

3. Client may not, whether through deliberate or negligent act or act of omission distribute or cause the distribution of the Program to any third party other than an Authorized User.

4. Client is required to report its discovery of any such violations immediately to Aiut. Any such violations will entitle Aiut, in addition to any other right or claim that Aiut may have against Client, retroactively charge the Client, in addition to any other fees payable by the Client under applicable agreement, a fee calculated based on the number of prohibited distributions times the respective list prices that Aiut charges for the Program respectively.

VI. Territory

Unless otherwise stated in applicable agreement Client may use the Program worldwide, except for the following countries: Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, and the United Arab Emirates, Belize, Costa Rica, Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, Nicaragua and Panama, and others in accordance with the current sanctions of the authorities.

VII. Additional Services

Aiut may provide Client with additional services related to the Program, to the extent agreed by the parties, such as implementation services of the Program or its maintenance and/or support, which shall be governed by separate agreement and subject to the payment of additional fees.

VIII. Charges, Taxes, Payment

1. Client's right to use a Program is contingent on him upon paying applicable charges as specified in the agreement under which Client acquired the license entitlements. Client is responsible to acquire additional license entitlements in advance of any increase of its use.

2. Client agrees to pay all applicable charges for acquired entitlements and any charges for use in excess of authorizations. Charges are exclusive of any customs or other duty, tax, and

similar levies imposed by any authority resulting from Clients acquisitions of entitlements and will be invoiced in addition to such charges.

3. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Aiut, unless otherwise agreed by the parties in agreement.

4. If Client export, transfers, accesses, or uses a Program across a border, Client agrees to be responsible for and pay authorities any custom, duty, tax, or similar levy assessed by the authorities.

IX. Confidentiality and proprietary rights

1. Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential business information of the other party which it learns during the course of its performance of agreement, without the prior written consent of such other party. This obligation will survive the cancellation or other termination of agreement.

2. Aiut may refer to the existence of cooperation with Client for advertising purpose, esp. in materials distributed to its customers.

3. Client agrees that any copies of the Program or any related documentation acquired from Aiut shall bear all copyright, trademark and other proprietary notices include therein by Aiut or third party and, Client shall not disclose or distribute same to any third party without Aiut's prior written consent.

4. Aiut retains all rights, title and interest in and to the Program (other than third party product which remain in IBM), as well as all intellectual property rights (such as copyright, patent and trademark) in and to the Program not expressly granted to the Client by agreement. The Program is protected by copyright and other intellectual property laws and treaties. The Client does not acquire any rights of ownership in the Program hereunder.

X. Warranty and disclaimer

1. Client represents and warrants that it has the legal power and authority to enter into agreement, and that that the performance of agreement will not infringe the rights of third parties.

2. Aiut warrants that a Program, when used in its specified operating environment conforms to its specification. The warranty period for a Program is 12 months from acquisition, or the initial license term if less than 12 months, unless otherwise specified in agreement.

3. Aiut does not warrant error-free or uninterrupted operation of Program, which is provided "as is", and Aiut expressly disclaim any and all others warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose or functionality, or merchantability, whether express, implied, or statutory with regard to that Program.

4. Aiut shall not be liable for delays, interruptions, service failures and other problem inherent in use of the internet and electronic communications or other system outside the reasonable control of Aiut. The warranty for defects according to the civil code is excluded. To the maximum extent permitted by law, neither Aiut nor any of its third party suppliers makes any representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any products or any content therein or generated therewith.

5. To the maximum extent permitted by applicable law, neither party will be liable for lost profits or for special, indirect, incidental or consequential damages and implied warranties, regardless of the form of action, even if such party is advised of the possibility of such damages.

6. In any case, Aiut's entire liability under any provision of agreement will be limited to the amount actually paid by Client for the Program under applicable agreement.

XI. Termination

Aiut may terminate Client's license to use a Program if Client fails to comply with Terms and Conditions or applicable agreement. Any terms that by their nature extend beyond the termination remain in effect. In case of termination Client will promptly destroy all copies of the Program immediately after termination. Any fees paid by Client upon such termination are non-refundable.

XII. Data protection

1. AIUT declares that it is the controller of personal data within the meaning of art. 4 clause 7 of 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 (Official Journal of the European Union L 119, p 1) (hereinafter referred to as "GDPR") persons representing the Client, contact persons or persons responsible for the performance of individual tasks under applicable agreement, as well as persons whose data will be obtained later in performance of agreement.
2. Aiut declare that will process the data of the persons referred to in sec. 1. for purposes arising from legitimate interests including the performance of the agreement, establishing, investigating or defending legal claims arising from or related to the agreement.
3. Client undertakes to fulfill, on behalf of Aiut, the information obligation towards the persons indicated by it, referred to in sec. 1., including informing them about the disclosure of their data to Aiut in the scope and for the purposes described above, in particular by indicating the information required under art. 13 and 14 of the GDPR. Aiut's information obligation is available under link: https://aiut.com/en/privacy-policy/. The Client fulfilling the information obligation on behalf of AIUT is not responsible for the scope or content of this information obligation.

XIII. Verification

Client will maintain, and provide upon request, records, system tools output and other requested usage data, and access to Client's premises, as reasonably necessary for Aiut to verify Client's compliance with this Terms and Condition and relevant agreement. These compliance verification obligations remain in effect during the license usage under applicable agreement and for two years thereafter.

XIV. Governing Law

Agreement concluded between Client and Aiut regarding license acquisition shall be governed by and construed under the Polish law and any disputes arising out of this agreement shall be resolved by a Common Court competent for the registered office of Aiut.

XV. Severability

1. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement will not be impaired thereby.
2. The failure by any party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.
3. All notices under the agreement must be in writing and sent to the business address specified in the agreement upon which Client acquired the license entitlements.