License Terms for using IT.integro's copyrighted software in the subscription model in the Business Central Online environment

These license terms and conditions (including other provisions) shall be applicable to a computer program/computer programs (**APPLICATIONS**) created or developed for the purpose of using within the Microsoft Dynamics 365 Business Central on-cloud system, by IT.integro sp z o.o. with its registered office in Poznań (60-166), ul. Ząbkowicka 12, registered in the Register of Entrepreneurs kept by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, the 8th Commercial Department, under the KRS no. 000014040, VAT Registration Number (NIP): 778-00-21-279 and REGON No: 632507882, hereinafter referred to as **IT.INTEGRO** and shall be applicable to the entity hereinafter referred to as the "**End User**", that shall acquire the right to use the **APPLICATION** under the terms specified in these license terms.

These license terms and conditions are a supplement to Microsoft Volume Licensing Product Terms governing the rules for use of the Microsoft Dynamics 365 Business Central software and shall be applicable to the registered solutions created or developed by **IT.INTEGRO**.

1. Scope

These license terms and the license granted pursuant to these license terms shall cover the APPLICATION and APPLICATION documentation as well as customizations, enhancements and other modifications within the APPLICATION and APPLICATION documentation performed by IT.INTEGRO, provided to the End User within the term of the license, taking into account End User's obligation to pay the required license fee. License fees – including, depending on how the End User has obtained the license subject described herein - can be paid to IT.INTEGRO by the End User (directly or through a third party specified by IT.INTEGRO) or to a third party (including IT.INTEGRO's business partner). The End User accepts the scope of these license terms and the scope of the license granted pursuant to these license terms, as well as the fact that the use of the license subject described herein shall not be governed by the license terms as provided in Microsoft license agreements, including Microsoft Volume Licensing Product Terms.

2. Copyright

The APPLICATION (including its modifications and documentation) shall be protected by trade secret laws, copyright and regulations on other rights of intellectual property. IT.INTEGRO shall retain its copyright and other intellectual property rights for the APPLICATION (including its modifications and documentation) and for all copies, parts and translations. The End User shall be entitled neither to implement any modifications within the APPLICATION nor to remove any identification marks and annotations related to the APPLICATION (including any of its backup copies) and its documentation as well as to remove any identification marks and annotations included within the APPLICATION (including any of its backup copies) and its documentation, that refer to copyrights, trademarks and other rights.

3. Subscription

The APPLICATION is licensed in the subscription model, taking into account the rules for the functioning of the subscription model included

in a separate agreement between the End User and IT.INTEGRO or in the agreement between the End User and IT.INTEGRO's business partner and other provisions of these license terms.

The End User accepts the fact that in case when the due amount covering the license fee for a given subscription period, specified in the invoice issued by IT.INTEGRO or the invoice issued by IT.INTEGRO's business partner, shall not be paid timely (including, when it shall not be paid by IT.INTEGRO's business partner), the license granted previously for the APPLICATION (to which the aforementioned amount is related) shall expire with immediate effect. The End User hereby waives all its claims against IT.INTEGRO related to the expiration of the APPLICATION license with immediate effect in the case described in article 3 hereinabove, and it also waives all its claims against IT.INTEGRO arising out from such expiration of the license.

4. License Grant

IT.INTEGRO grants the End User a paid, non-exclusive, worldwide and non-transferable (taking into account the other provisions hereof) the right to use the APPLICATION and documentation thereto (license) solely within the scope of the End User's business operations limited to terms stipulated in the Microsoft Volume Licensing Product Terms.

The license is granted:

a) starting from the day of installing the APPLICATION in the Dynamics 365 Business Central on-cloud environment used by the End User (taking into account other provisions of these license terms related to the renewal of the license),

b) for the duration of the paid subscription period/ paid and subsequent subscription periods.

The APPLICATION and documentation thereto may be used solely by the End User's employees, other authorized staff and external consultants performing services for the End User under the permanent cooperation agreement, and the End User shall be liable for the observance of the conditions and restrictions set herein by the aforementioned persons as for its own actions or omissions.

The End User license for the APPLICATION shall include the following fields of use:

c) recording the APPLICATION within the scope required for use of the APPLICATION in compliance with its intended purpose as a part of the End User's business operations, including recording in relation to the reproduction in the meaning of article 4d) of these license terms.

d) permanent or temporary reproduction (taking into account the other provisions hereof) of the APPLICATION, as a whole by using any means and in any form, within the scope required for use the APPLICATION in compliance with its intended purpose as a part of the End User's business operations, including within the scope required for load, display, use and storage of the APPLICATION.

The End User license for the APPLICATION documentation shall include the following fields of use:

e) recording and reproduction as a whole or in parts by using any means and in any form, within the scope required for use the APPLICATION documentation as a part of the End User's business operations.

If the End User purchases additional APPLICATION or an additional part of the APPLICATION or additional APPLICATION documentation or any modifications to the APPLICATION documentation, including it pays all required license fees, these license terms shall be automatically extended to such an additional APPLICATION and its additional part, as well as additional APPLICATION documentation and any modifications to the APPLICATION documentation, unless this additional APPLICATION, the additional part of the APPLICATION, additional APPLICATION documentation and modifications to the APPLICATION documentation are not covered by a separate license agreement.

Under one APPLICATION license, the End User shall be granted the right to use only one (1) APPLICATION instance at any moment and by any number of users accessing the instance.

With regard to the fact of granting the license, the End User declares that it possesses the sufficient number of appropriate licenses for Microsoft software (for the number of users or devices), provided by Microsoft, that are required to use or access the APPLICATION before the applicable Microsoft software is used for the first time.

The license granted entitles the End User to use the APPLICATION and its documentation exclusively within parameters and license terms, including the respective license files, granted to the End User.

5. Distribution Restrictions.

The End User shall not be entitled to copy APPLICATION if this causes a breach of these license terms. The restrictions to copy shall not apply to creation of backup copy for APPLICATION testing purposes as well as to protecting data against loss and to data archiving. The backup copy cannot be used simultaneously with the APPLICATION.

6. Other limitations and reservations

The End User shall not be entitled to reengineer, disassemble, decompile the APPLICATION and to examine and decrypt the source code and the development framework of the APPLICATION, except for:

a) observing, examining and testing how the APPLICATION operates in order to seize its concept and principles, provided that, authorized by IT.INTEGRO to such actions, it shall perform them when loading, displaying, using, transferring and storing the APPLICATION,

b) reproducing the code or translating its form as defined in article 4 d) herein, if it is required to obtain information crucial for making an independently created computer program compatible with the APPLICATION, provided that the following conditions have been fulfilled:

i) these actions are performed by the End User or other person acting for the End User,

ii) the information required to ensure compatibility has not previously been readily available to the End User or other person acting for the End User,

iii) such actions shall apply only to APPLICATION parts that are required to ensure compatibility.

The hereinbefore mentioned information cannot be:

1) used for any other purposes than achieving the compatibility of independently created computer program,

2) transferred to other persons unless it is required for achieving the compatibility of an independently created computer program,

3) used for developing, creating and placing on the market (marketing) the computer program in the expression form that is significantly similar to the APPLICATION or for any other actions infringing IT.INTEGRO's or Microsoft's copyrights.

The End User shall not be authorized to take actions not covered by the license, including to make assignments, sublicense, lease, rent or any other distribution (including transfer) of the APPLICATION and APPLICATION documentation to a third party,

without IT.INTEGRO's prior explicit consent. Such permission or transfer of the APPLICATION or APPLICATION documentation to a third party can be subject to additional fees. Granting IT.INTEGRO'S written consent (reserved under pain of nullity) to transfer the rights and obligations that are related to the APPLICATION and APPLICATION documentation and arise out of these license terms and conditions, by the End User to a third party (assignment), may be allowed only if the third party being a purchaser agrees in a written form to observe all license provisions stipulated herein. IT.INTEGRO shall be entitled to refuse to give its consent in case when a justified reason exists e.g. due to a previous breach of provisions herein by the End User (including illegal modifications of the APPLICATION, creating its copies or making it available or transferring to third parties). Transferring the rights and obligations that are related to the APPLICATION and APPLICATION documentation and arise out of these license terms and conditions, by the End User to a third party (assignment), may require the End User to transfer the APPLICATION as a whole and APPLICATION documentation (without retaining any copies including a backup copy) to a third party.

By accepting these license terms, the End User gives its consent to information exchange between IT.INTEGRO (or entities cooperating with IT.INTEGRO) and Microsoft, in a scope required by Microsoft (including, the scope related to these license terms and the use of, inter alia, the APPLICATION and the APPLICATION documentation) and the exchange required: in the course of cooperation with Microsoft, for the End User to receive the services provided by Microsoft and Microsoft communication as well as to verify the End User's compliance with separate license agreements concluded by the End User with Microsoft (including the Microsoft Volume Licensing Product Terms).

With regard to the fact that the End User has been granted the license under these license terms, is bound by these license terms and uses (under these license terms) the subject of the license described herein, the End User and IT.INTEGRO give their consent to exercise by Microsoft (as a third party) the right to:

i) enforce the execution of these license terms,

ii) validate if these license terms are observed by the End User,

iii) communicate with the End User directly.

7. Upgrade. Liability

If the new APPLICATION version is available, the End User may receive such a new version of the APPLICATION, for which it holds a valid license.

All new APPLICATION versions, that were purchased by the End User legally, shall be subject to these license terms within the paid license fee, unless such versions are covered by a separate license agreement or are subject to additional license fees. The End User accepts that IT.INTEGRO, not Microsoft Corporation, bears responsibility (taking into account the other provisions of these license terms) for the APPLICATION and any possible results of its impact on Microsoft software functionality, respective Microsoft software documentation as well as the End User's systems, its company and its business operations.

In each case, IT.INTEGRO's entire liability in respect of all claims related to or arising out of these license terms (including in respect of compensation and any other pecuniary performance, particularly due to damages related to the APPLICATION) will not exceed the amount of the remuneration paid by the End User as the license fee for the APPLICATION and its documentation, covering one subscription period.

IT.INTEGRO's liability for damages related to or arising out of these license terms (including for any damages related to the APPLICATION) is limited to actual losses resulting from the willful misconduct of IT.INTEGRO. In no case, shall IT.INTEGRO be held liable to the End User for the damage in the form of lost profits.

8. Limited warranty

IT.INTEGRO warrants that the APPLICATION in its unmodified, standard version that is delivered by IT.INTEGRO shall operate as described in the attached electronic user manual for 6 months starting from the date of installing the APPLICATION in the Dynamics 365 Business Central on-cloud environment used by the End User, meaning no critical error will appear within the APPLICATION (i.e. a fault causing the malfunctioning of one or more APPLICATION functions of economic significance).

If, within the warranty period, the End User submits (written) documents providing evidence for the breach of this warranty, at its own discretion IT.INTEGRO shall either:

a) provide a new error-free APPLICATION version free of charge or
b) remove the error/defect/fault free of charge, or
c) cause the reimbursement of the license fee for one subscription period, paid actually by the End User for the APPLICATION to which the error/defect/fault applies.

This limited warranty shall not be applicable if the fault of the APPLICATION has been caused due to events beyond IT.INTEGRO's control, including abuse or improper use of the APPLICATION (the use of the APPLICATION which is non-compliant with relevant documentation or these license terms).

The breach of provisions herein, including any modification of the APPLICATION by any party other than IT.INTEGRO (including by the End User) shall result in a warranty void for the End User.

Should this license expire before the end of the warranty period, the warranty shall expire on the expiry date of the license.

No other warranties shall be deemed granted or implied. In particular, IT.INTEGRO shall exclude any implicit warranties of marketability and fitness for particular purposes. The Parties hereby exclude IT.INTEGRO's liability in respect of the warranty for APPLICATION defects.

9. Termination

In the event of breach of these license terms and conditions by the End User, IT.INTEGRO shall be entitled to withdraw (terminate) this license with immediate effect.

The license shall also expire:

a) with immediate effect - in case when the due amount covering the license fee for a given subscription period, specified in the invoice issued by IT.INTEGRO or the invoice issued by IT.INTEGRO's business partner, has not been paid timely (including, when it has not been paid by IT.INTEGRO's business partner),
b) if the End User resigns from the renewal of license validity for the following (next) subscription period and for the subsequent periods – upon the lapse of the last day of the subscription period, in which IT.INTEGRO has received the statement of resignation.

At the moment of expiration of the license, the End User is obliged to cease using the APPLICATION and APPLICATION documentation immediately and to remove the APPLICATION and APPLICATION documentation immediately and properly as well as to destroy the original copy of the APPLICATION documentation and other copies of the APPLICATION and APPLICATION documentation, including the APPLICATION backup copy - without any compensation, including any fees.

The license, after its expiry due to any reason described in article 9 a) and b) hereof, shall be renewed - on the basis of these license terms, without the need to conclude a separate agreement and under the rules stipulated in these license terms (unless IT.INTEGRO and the End User shall agree otherwise) – immediately upon receipt by IT.INTEGRO the order for making the APPLICATION available again.

10. Disputes

These licenses terms shall be governed by Polish law.

Any disputes regarding or arising out in relation to these license terms shall be settled by a common court having its jurisdiction over IT.INTEGRO's registered seat.

Information regarding all the amendments to these license terms added within the term of the license granted to the End User shall be communicated to the End User by means of electronic mail. The license terms in their amended version (after amendments have been included) shall become effective on the day of commencement of the following (next) subscription period, unless the End User, under the rules stipulated in a separate agreement between the End User and IT.INTEGRO or between the End User and IT.INTEGRO's business partner, submits its resignation from the renewal of license validity for the following (next) subscription period and for subsequent periods.