Use of this software constitutes an agreement to the terms of the license as below.

Installing **proCertum SmartSign and SimplySign Desktop** software means the Licensee's consent to the provisions of this License. In the event of lack of agreement to any of the provisions of this License, one shall not install or use **proCertum SmartSign and SimplySign Desktop** software in any manner, both in whole or in part.

Asseco Data Systems SA seated in Gdańsk, 11 Jana z Kolna Street, 80-864 Gdańsk, entered into the National Court Register under the KRS number 0000421310 at the Gdańsk-Północ District Court in Gdańsk, VIII Commercial Division of the National Court Register, Tax Identification Number (NIP): 517-035-94-58, Share capital: PLN 120.002.940,00 (paid in full), grants a **proCertum SmartSign and SimplySign Desktop** license under the following conditions:

§ 1

DEFINITIONS

For the purpose of this license, the following terms are defined:

- a. Asseco Data Systems or Licensor Asseco Data Systems S.A. seated in Gdańsk,
- b. Licensee a natural person, legal entity or an organizational body without legal personality, who uses the Software on terms specified herein,
- c. Software (jointly "Software", or "proCertum SmartSign Software" or "SimplySign Desktop Software" accordingly) - applications entitled "proCertum SmartSign" and "SimplySign Desktop":
 - ProCertum SmartSign application used to signing with a qualified or non-qualified certificate of electronic documents (e.g. text files, photos, graphics) with a qualified certificate for electronic signature issued by Asseco Data Systems or having electronic documents signed with a qualified electronic signature issued by Licensor;
 - SimplySign Desktop application along with documentation enabling the user to access SimplySign cryptographic virtual cards and their functional use in line with their intended purpose.

Copyright of the Software is owned by Asseco Data Systems and is protected in accordance with Polish and international law

§ 2

PRINCIPLES OF GRANTING A SOFTWARE LICENSE FOR PROCERTUM SMARTSIGN

- 1. Asseco Data Systems grants, for an unspecified period of time, and the Licensee obtains, an exclusive, non-transferable, separately non-sublicensable, royalty-free license to use unlimited number copy of the proCertum SmartSign Software of the Licensor.
- 2. A license is granted at the time of installation of the proCertum SmartSign Software.

§ 3

PRINCIPLES OF GRANTING A SOFTWARE LICENSE FOR SIMPLYSIGN DESKTOP

- 1. A license is granted at the time of installation of the SimplySign Desktop Software.
- 2. The Licensee may:
 - 1) install and use unlimited number copy of the SimplySign Desktop Software on one personal computer or another device, and
 - 2) install an additional copy of the SimplySign Desktop Software on a second, portable device for exclusive use by the primary user provided that both versions are not used simultaneously.
- 3. The Licensee's authorization to use the SimplySign Desktop Software is included in the price of the **SimplySign** cryptographic virtual card and is valid for the duration of possession of a valid

SimplySign Desktop cryptographic virtual card, it is non-exclusive, non-transferable, and it is also vested in the entity, who is the owner of the **SimplySign** cryptographic virtual card. Until the charges for the **SimplySign** cryptographic virtual card are settled in accordance with the applicable price list or a separate agreement, this license does not apply.

§ 4

LICENSE RESTRICTIONS

- 1. It is forbidden to use the Software in any manner prohibited by law, and in particular:
 - 1) to elaborate translations, adaptations, layout changes or any other changes, or modifications to the Software,
 - 2) to use the Software by anyone other than the Licensee,
 - 3) to decompile, disassemble or otherwise duplicate the code or translate the form of the Software and the accompanying documentation,
 - 4) to remove or change the trademarks and product information included in the Software.
- 2. Making changes that are inconsistent with this agreement shall constitute an infringement of copyrights of Asseco Data Systems and the terms of this License and will be prosecuted in accordance with the applicable law.

§ 5 REPRESENTATION OF THE LICENSOR

- 1. The Licensor declares that the Software is free from viruses and other features that could intentionally damage the data, storage media or hardware. The software is digitally signed by the Licensor. It is the Licensee's responsibility to verify this signature within 30 days from the date of the first installation of the Software. If the signature has not been verified, the Licensor assumes no responsibility for the operation of the Software. The Licensee should then promptly notify the Licensor in writing of any problem with verification of the Software's signature in order to correct any malfunctions.
- 2. In the absence of verification, the Licensor shall not be liable for any damages resulting from the use or the inability to use the Software, but the Software's complete faultlessness and its proper interoperability with third-party software is not guaranteed.
- 3. Asseco Data Systems does not guarantee that the Software will meet all the Licensee's requirements, nor does Asseco Data Systems assure that the Software is fault- or error-free and that its operation will always be reliable in all installation environments.
- 4. Asseco Data Systems shall not be responsible for the contents of documents signed or sent via the Software.
- 5. Asseco Data Systems shall not be liable for any damages caused by the Licensee arising out of the improper configuration of the Software.

§ 6

WITHDRAWAL FROM THE LICENSE

Notwithstanding any other entitlement, Asseco Data Systems may withdraw in writing from this License, should the Licensee fail to comply with its terms. In such a case, the Licensee shall be obligated to destroy any and all copies of the Software and all its components as well as remove the Software from the Licensee's computers or return them in full to Asseco Data Systems.

§ 7

RESERVATION OF RIGHTS AND OWNERSHIP

Asseco Data Systems retains all of the proprietary rights and copyrights arising from the applicable laws, except to the extent expressly granted by this License to the Licensee. The software is protected by copyright and other intellectual property laws and agreements. Proprietary rights, copyrights and other intellectual property rights to the Software belong to Asseco Data Systems in accordance with Polish and international law. The software is licensed and not sold. Under this License, the Licensee is not granted any rights to trademarks and service marks of Asseco Data Systems. It is permissible to use the name of the Software on the Licensee's website provided that it is affixed with a copyright notice belonging to Asseco Data Systems and a link to the website of Asseco Data Systems - https://www.certum.eu/.

§ 8

FINAL PROVISIONS

- 1. Within the scope not settled herein, the applicable provisions of Polish law, and in particular the Civil Code and the Copyright and Related Rights Act, shall apply.
- 2. Any disputes between the parties shall be resolved amicably, and should the parties fail to resolve the dispute within 3 months of its occurrence, it shall be resolved by the court having jurisdiction over the seat of Asseco Data Systems, in accordance with the procedures and principles of civil and criminal law.