TERMS OF USE AGREEMENT

hereinafter "**Agreement**"

This Agreement sets out the conditions of use of the software package specified in the purchase order, dedicated to **CPPRO®, CarNet Pro25, CarNet Pro150** devices (hereinafter **"Software"**).

Explanations regarding entities:

Elsecsys is understood as **Elsecsys** company with its registered office in Poland in Straszyn, address: ul. Starogardzka 42-44, B08, 83-010 Straszyn, Poland, entered into the Central Registration and Information on Buisness CEIDG, EU Tax ID no. : PL5832586705, REGON: 192105431, being the sole direct distributor of the Software, delivering software to use, which may establish further Authorized software sales representatives.

The **Authorized sale representative of the Software** that is the subject of this Agreement shall be understood only as the representative appointed by **Elsecsys**, included in the list of authorized representatives at: **www.Elsecsys.com/agreement**.
Anyone who benefits or uses the software under this Agreement is understood as a User.

Parties to the Terms of Use Agreement:

The exclusive parties of the Terms of Use Agreement are **Elsecsys** and the User.

Software usage - preliminary provisions:

The software subject to this Agreement may constitute along with documentation, hardware and cabling, an integral part of the devices (products) manufactured by **Elsecsys**. The Software of **Elsecsys** can only be used with the original **Elsecsys** production equipment and on the basis of its documentation. Each device attached to the product, on which the Software may be installed, has a serial number assigned by **Elsecsys**.
The terms of this Agreement apply to all Software. The type of version of the Software sold with the given **Elsecsys** product is specified in the proof of purchase of the product and the Software.

The Software also includes any updates and additions to the original Software to which the provisions of this Terms of Use Agreement apply.
In some cases, based on specific, separate agreements with **Elsecsys**, the Software may be delivered separately, without the hardware on which it may be used.
Please read the terms of this Agreement carefully before installing or using the Software!

WARNING!

The copy of this Agreement is available to view at: **www.Elsecsys.com/agreement** and directly on the device for which the Software is dedicated, whenever it is launched. The User may accept this Agreement by checking the box "I accept" after starting the device. The User may also reject the terms of this Agreement and finish the work on the device.
An entity that does not agree with the Terms of Use Agreement must not use the device or the Software. Any use of this Software, even without the terms of this Agreement in the manner set out above, will constitute – with the exception of the paragraph below - consent to the terms of this Agreement and replaces a declaration of intent in this regard.
Elsecsys will grant the User the right to use the Software only if the User obtained the Software directly from **Elsecsys** or its Authorized sales representative. If the User has obtained the Software from any other source, he may not install or use it. The list of authorized representatives of **Elsecsys** can be found on the website: **www.Elsecsys.com/agreement**.

1.   OWNERSHIP.

The software and documentation are not sold, but made available to the User under the Terms of Use Agreement, regardless of any mention of its "acquisition." The User acknowledges and agrees that:
a. The Software is protected by copyright in accordance with the regulations of generally applicable national and community law, as well as regulations of international agreements, and other legal acts on the protection of intellectual property rights,
b. Elsecsys retains all rights to the Software obtained under a license agreement, concluded with an entity with full proprietary copyrights and other intellectual property rights to the Software,
c. There are no implied rights under this Agreement, and **Elsecsys** retains all rights that have not been explicitly granted to the User,
d. The User does not acquire proprietary copyrights to the Software or any of its constituent parts that are not expressly granted in writing exclusively for the User or other rights expressly mentioned in this Agreement,
e. Elsecsys is entitled to enter into this Agreement. The User declares that he will never and in any way claim rights to the Software from **Elsecsys**, nor will he question the validity of **Elsecsys** rights to the Software.
f. This Agreement does not grant the User any right to use any trademark or service mark belonging to **Elsecsys**.

2. GRANTING THE RIGHT TO USE THE SOFTWARE AND ITS SCOPE.

2.1. The right to use the software.
Each legally obtained right to use the Software will be confirmed by a certificate issued for the User to use the Software, hereinafter referred to as the "Certificate", which may be a certificate, installation manual, invoice, proof of purchase or activation file that may be delivered with the Software media or separately by **Elsecsys** or its Authorized sales representatives. The certificate will contain information related to the version of the Software given for use.
2.2. The scope of the right to use the software.

The terms included in this section 2.2 apply only if the User have acquired the right to use the Software, directly from **Elsecsys** or its Authorized sales representative. To the extent that is subject to this Agreement **Elsecsys** grants personal, not exclusive, non-transferable and limited rights to the use of the Software on devices provided by **Elsecsys**, i.e. to permanently or temporarily reproduce the Software in whole or in part, by any means and in any form, for which the introduction, display, application, use, transfer and storage of the Software, it is necessary to multiply it. The subject right to use, authorizes only access to and use of the Software by purchasers of the original Software,

which are also the end users of the Software and their employees, in accordance with the terms and provisions of this Agreement. The User declares that he will not allow the Software he acquired to be used by third parties. The software can be used only with the original **Elsecsys** hardware.

2.3. The right to use for the Demonstration purposes.

In some cases, **Elsecsys** grants a personal, non-exclusive, non-transferable and limited demonstrative right to use the Software for the sales representatives. The subject law in this "demonstration" regard is intended to demonstrate the Software to the potential purchasers and allows the use of the Software and the rest of the product only for this purpose and for a limited period of time.

2.4. Backups.

In accordance with the other terms and conditions of this Agreement, the User may make an appropriate number of software backups and place them on backup media, e.g. hard disks, optical or magnetic media, portable USB storage media or other available media, only in a case of damage or destruction of the original copies. **Elsecsys** retains all rights not expressly granted to the User under this Agreement.

2.5. Payment.

Use of the Software is payable. The payment for using the Software has been specified in the proof of purchase of the Software.

3. GENERAL CONDITIONS REGARDING COMPPILATED PROGRAMS AND REDISTRIBUTION COMPONENTS.

3.1. Redistributable components.

The Software may include in the attached printed or electronic documentation certain files, libraries, clearly defined by **Elsecsys** as redistributive components, hereinafter referred to as "Redistributable components". From time to time, **Elsecsys** may specify other files as Redistributable components.

In accordance with the terms and provisions of this Agreement, including the restrictions of section 3.2, **Elsecsys** grants personal, non-exclusive, non-transferable and limited rights, entitling to:

a. making precise copies of the Redistributable components and programming those copies only to enable users (hereinafter "Users") to start and use these components in electronic car modules;

b. granting Users the right to a personal, non-exclusive, non-transferable, start and use of Redistributable components, unchanged and exclusively for Users' own use, in accordance with the restrictions of point 5 regarding Redistributive components. The rights granted by **Elsecsys** in accordance with this point 3.1 may not be exercised by persons other than those mentioned in point 2.2. These rights apply only to the Redistributable components, not to any file, library or source code that is part of the software.

3.2. Some restrictions.

The User:
a. may not allow Users to modify, to further redistribute the Redistributable components or use the Redistributable components for purposes other than their own and only in electronic car modules;
b. may not delete or change the copyright, trademark or other information about property rights of **Elsecsys** in any part of the Redistributable components; and
c. can program Redistributable components in any quantity only using the original **Elsecsys** hardware.

3.3. Relationships with Users.

Except as otherwise provided in this Agreement, there are no third party beneficiaries of this Agreement. This means that **Elsecsys** does not grant anyone any warranty other than the limited warranty granted to the original purchaser of the Software in accordance with the terms of this Agreement, and the User will be solely liable to Users (and all who use the Redistributable components or will be in possession of them) for the technical help and support, service, updates, or other, and such persons will not have the right to turn to **Elsecsys** for services or assistance.

The User agrees to provide **Elsecsys**, other Users, suppliers and their employees, representatives, directors, sales representatives or affiliated entities the protection against any claims or burdens arising from or related to the use, delivery or duplication of the Redistributable components by the third party.

3.4. The third party software.

Software, including Redistributable components, may include source code, redistributable files   and/or other files provided by a third party vendor ("Third party product"). Because the use of the Third party product may be subject to the licensing restrictions imposed by the third party vendor, check the online documentation (if any) of the third party provided with the Product to see if there are any licensing restrictions imposed by the third party vendor. In any event, any license restrictions imposed by a third party vendor are terms that are additional to the terms and conditions of this Agreement and do not replace them.

4. LIMITATIONS.

The User can not:
a. modify, adapt, change, translate or create derivative works of the Software, or combine the Software with any other than described in the documentation accompanying the Software, unless it has been approved in writing by **Elsecsys**,
b. resell, donate, rent, lease or lend the Software to any third party,
c. grant further rights to use the Software, distribute or otherwise transfer the Software or any part of it to any third parties, except as otherwise specifically provided in this Agreement;
d. to play, decompile, disassemble or otherwise attempt to obtain the source code of the Software,
e. delete, change or distort any information about ownership or confidentiality contained in the Software or its media (including records regarding copyright and trademark) **Elsecsys** or Authorized Sales Representatives,
f. enable third parties to access or use the Software, e.g. as part of a sharing agreement or otherwise use it, or enable third parties to use it or benefit from it,
g. copy or use the Software except as expressly provided in this Agreement,
h. use the Software on other hardware than the original **CPPRO®, CarNet Pro25, CarNet Pro150** or other, for which **Elsecsys** is authorized.

5. CONTRACTUAL PENALTIES

If the Beneficiary fails to comply with the provisions of this Agreement, the Beneficiary will be required to pay to ElsecSys a contractual penalty of EUR 100,000.00 (in words: one hundred thousand euros).

The above does not preclude Elsecsys from seeking damages from the Beneficiary on general terms.

In each of the above cases, apart from contractual penalties, ElsecSys has the right to withdraw from the contract without incurring any liability in this respect, in particular financial and damages.

6. LIMITED WARRANTY AND EXCLUSION OF LIABILITY.

ELSECSYS DECLARES, AND THE USER ACKNOWLEDGES AND ACCEPTS THAT THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR GUARANTEE. ELSECSYS HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY GUARANTEES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, ACTION OR PRIVATE USE. THERE IS NO WARRANTY THAT THE PRODUCT WILL BE FREE FROM ERRORS AND WILL FUNCTION WITHOUT INTERRUPTIONS. THE USER TAKES ALL THE RISKS OF USE OF THE PRODUCT. THE SOFTWARE IS COMPATIBLE ONLY WITH CERTAIN COMPUTERS AND OPERATING SYSTEMS, ELSECSYS GUARANTEES HOWEVER THAT THIS PART OF THE SOFTWARE THAT WILL BE STORED IN THE MEMORY OF THE DEVICE COMPUTER (eg **CPPRO®, CarNet Pro25, CarNet Pro150** or other, to which **Elsecsys** is authorized.) WILL BE FULLY COMPATIBLE WITH IT. TO THE EXTENT THAT EPROSYS MAY NOT DISCLAIM ANY WARRANTY (GUARNTEE) APPLICABLE TO YOU, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. SERVICE; UPDATES; CHANGING THE SOFTWARE.

In accordance with this Agreement, **Elsecsys** has no obligation to provide the User, installation, training or any other services. Such services, if available, should be purchased separately. If, according to a separate technical support contract or other agreement, **Elsecsys** provides a new version, an error correction, an upgrade or a new version or other modification of the software, such modification will be considered part of the software and subject to the terms and conditions of this agreement, unless the modification is explicitly provided under a separate agreement.

8. CONFIDENTIALITY

The User confirms that the software in **Elsecsys** is the sole direct distributor. The User agrees to keep this information confidential and not to disclose it to any person, and not to use it for purposes other than the operation and the exploitation permitted under this Agreement.

9. LIMITATION OF LIABILITY.

ELSECSYS IN NO EVENT BE LIABLE TO ANY PARTY FOR CLAIMS FOR DAMAGES ARISING FROM ANY INDIRECT, RANDOM, CONSEQUENTIAL, PUNITIVE DAMAGES OR OTHERWISE, INCLUDING ANY LOST PROFITS, BUSINESS OPPORTUNITY OR DATA ARISING FROM / OR RELATING TO THIS AGREEMENT FOR USE OR ANY PRODUCT, WHETHER OR NOT FOR CONTRACT, TORT, OR OTHER LIABILITY, EVEN IF ELSECSYS KNOWED, SHOULD BE KNOWED OR BEING INFORMATION ABOUT THE POSSIBILITY OF SUCH DAMAGES. TOTAL CUMULATIVE LIABILITY Handing TO USE ARISING FROM / OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY benefiting FOR THE SOFTWARE THAT ARE THE SUBJECT OF THIS AGREEMENT AS WELL AS RELATED DOCUMENTATION AND EQUIPMENT. THESE TERMS AND CONDITIONS APPLY TO EVENTS WHEN THE EXCLUSIVE REMEDY PROVIDED BY THIS AGREEMENT DOES NOT MEET YOUR BASIC TASK.

10. LIABILITY – USE NON-COMPLIANT WITH LAW.

In any case, **Elsecsys** is not responsible for the use of the software or device in a manner inconsistent with the provisions of generally applicable law.

11. TERMINATION OF THE AGREEMENT.

11.1. Period of validity.
The term of this Agreement (usage rights) begins on the date of receipt of the Software along with the documentation and hardware and continues uninterruptedly until it is terminated under the following conditions, in the event of providing the Software without hardware, the term of this Agreement begins on the date of receipt of the Software itself.
11.2. Termination of the Agreement for any reason.
The User may terminate this Agreement for any reason or for any reason, notifying **Elsecsys** or another Authorized Agent in writing, five days in advance.
11.3. Termination of the Agreement through the fault of the User.
Elsecsys may terminate this Agreement if the User violates its provisions. The Agreement is terminated by providing the Beneficiary with a notice specifying the alleged breach of the Agreement. If there is a possibility to repair the reasons for termination, the User is entitled to a thirty-day (30) grace period. If he removes the reasons for the breach of the Agreement at that time, the Agreement shall not be terminated; otherwise it will be automatically terminated after a thirty day (30) grace period.
11.4. Termination of the Agreement immediately.
Termination of the Agreement takes place immediately in the event of loss (in any way) by the User of the equipment, together with the software and documentation, the entire **Elsecsys** product, even if the loss of the device occurred without his fault, as well as due to the breach of the Agreement, in particular the provisions contained in point 4 Agreements.

11.5. The effects of the solution.

In the event of termination of this Agreement for any reason, the following conditions apply:

a. the User loses all granted rights to use the Software and must cease using the Software and the Redistributables;

b. The User will return to **Elsecsys** or another Authorized Sales Representative, or destroy any copies of the Software provided or made by him and within ten (10) days from the date of termination of the Agreement, provide **Elsecsys** or another Authorized Sales Representative with a written statement that all such copies of the Software were destroyed.

12. FINAL PROVISIONS.

12.1. Applicable law.

This Agreement is subject to and will be interpreted in accordance with Polish law. Possible disputes between the parties will be settled by amicable agreements, and if they do not give a settlement, by Polish courts of law.

12.2. Transfer of rights.

The User does not have the right to transfer the Software media, transfer the right from this Agreement or delegate any obligations arising from the Agreement, through legal action or otherwise (including merger, sale of assets or consolidation) without prior written permission of **Elsecsys**. Any attempts to transfer that violate the provisions of this section shall be null and void.

12.3. Export control.

The User does not have the right to directly or indirectly transfer the rights to the Software, or its documentation or equipment included in the product, to any other country than is apparent from its address data provided on the purchase of the Software. The User also declares that he will be solely responsible for identifying and maintaining the compliance of the use of the Software and the product in which the Software is included with all the laws of the country in which it will be used.

12.4. Invalidity.

In the event that any part of this Agreement is / appears to be unlawful or impossible to implement in the light of generally applicable laws, it shall not be considered part of this Agreement, however, it shall not affect the validity or effectiveness of the remaining provisions of this Agreement. Contracts for as long as the original intention of the Agreement is maintained. The parties to this Agreement shall immediately take all necessary steps to replace the invalid or ineffective provision with another one that will as accurately as possible express the intention of the parties to this Agreement expressed in an invalid provision.

12.5. Additional information.

Questions related to this User Agreement should be directed to **Elsecsys** at: **SwLicense@Elsecsys.com**. This address can also be used for all correspondence about the software, where the inclusion of the name of a given software in the title letter will trigger a faster **Elsecsys** response