

## STANDARD SAAS BOILERPLATE SOFTWARE LICENSE - SMALL

1. Apptension sp. z o.o., with its registered office in Poznań at ul. Nowowiejskiego 55, entered into the register of entrepreneurs maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8<sup>th</sup> Commercial Division of the National Court Register, under KRS number 0000534235 (hereinafter: “Apptension”) declares that it holds exclusive proprietary copyrights to the SAAS Boilerplate software, which is used to build online and mobile applications as well as websites.
2. Apptension declares that SAAS Boilerplate is protected under the Act of 4 February 1994 on Copyright and Related Rights. Any use of Apptension SAAS Boilerplate in a manner contrary to or not provided for in this agreement shall constitute a breach of Apptension’s copyrights.
3. The Recipient declares that he has read and fully accepts these terms and conditions.
4. Apptension shall grant a paid, non-exclusive and non-transferable licence (Small) for SAAS Boilerplate for the price of \$499, with no limitations in time or territory, which covers commercial use of the software for one project as well as email support service to be used within one year.
5. The expression “use of the software for one project” shall be understood as the use of SAAS Boilerplate for building one online application or one mobile application or one website.
6. This licence only covers such fields of exploitation that are necessary to use SAAS Boilerplate in accordance with its intended purpose and with these conditions, i.e. the right to:
  - a) use the software for building an online application, a mobile application, or a website,
  - b) read and modify SAAS Boilerplate for the purposes indicated in item (a),
7. The licence does not apply to the execution of the rights defined in Article 75 of the Act on Copyright and Related Rights.
8. Unless the parties have agreed otherwise in writing, the following actions shall be prohibited in particular:
  - a) the use of the software in a scope that exceeds the provisions hereof,
  - b) further resale of this licence or granting a sub-licence without Apptension’s consent,
  - c) copying or reproducing of the software,
  - d) the use of the software to create products or services being similar and competitive to the software supplied by Apptension.
9. The Recipient is aware that the software is only delivered “as is”. Apptension does not guarantee that the software will satisfy the Recipient’s expectations as to the suitability for his business. Subject to any separate arrangements, Apptension does not adapt the software to the Recipient’s needs. The software development process depends on Apptension’s policy regarding the organisation of software production, which is shaped by Apptension on an ongoing basis and based on its own decisions.
10. Apptension may make available modifications and upgrades for SAAS Boilerplate, which may include, for example, a change in the software functionality, a change in its functions, or the removal of any errors. Such updates and upgrades may be made available directly in the software. Some of these activities may cause the loss of data or contents as well as the inability to use specific functions or the previous functionalities of the software.
11. The email support service may be used within one year of purchasing the licence.

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12. The use of the email support service shall require a contact with Apptension to be made through support-saasbp@apptension.com. The email support service shall be provided on business days, and the response time of the support team shall be 48 hours from the date of sending a message to the indicated e-mail address.
13. The email support service refers to cases only related to the implementation of SAAS Boilerplate
14. Apptension may amend this licence for good reason, following the procedure specified in the next paragraph. Good reasons to amend this licence shall include in particular: a change in the software functionality, a change in the scope of Apptension's activity, and amendments to generally applicable laws.
15. The information on an amendment to this licence shall be provided to the Recipient, along with its amended version and the date of its entry into force, no later than 14 days before the new text of the licence enters into force, to the e-mail address given in the course of cooperation. If the Recipient does not accept the amendments to the licence, he may terminate the licence within 30 days from the date of receiving the information on the amendments, in writing under pain of nullity, to Apptension's address.
16. The transfer of rights and obligations arising from this licence by Apptension shall not require a separate consent of the Recipient.
17. Any disputes related to or arising from this licence shall be resolved by common courts having jurisdiction over the registered office of Apptension.