

SOFTWARE LICENSE AGREEMENT

Software License Agreement for the use of QVX application

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Licensee	a natural or legal person, which under this Software License Agreement is granted the right to use the Application and who is in possession of a valid license for SAP software in accordance with made declaration.

Software License Agreement	this agreement under which the Licensor grants the license for the use of Application for a certain period of time and subject to paying a fee set in the business offer.
Technological protection methods	all technological protection measures used in the Application to prevent it being used without a valid license
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User	a person using the application under the license, who is registered in the Licensor's server in compliance with the user's guide.
User's Guide	description of software functionality and operating instructions that is made available on the Licensor's WWW server (www.qvx.pl)

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The license has limitations as to its validity time and number of workstations, computers or any other computer devices based on an operating system. Licenses field of use and the license fee is set forth in details as the license is purchased.

The right to use the application shall expire upon the expiration of the license validity time.

Installing the Application on another workstation is limited and restricted to a situation when after such time the User shall solely use the newly installed copy of the Application. As soon as the Application is installed on another workstation ("moved") the Licensee shall completely delete it from the previous device.

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2. In accordance with the agreement herein, the Licensee shall pay the Licensor a license fee for granting the license in amounts set forth in the business offer.
3. The payment of the license fee shall be made by money transfer to a bank account provided on an invoice.
4. The Application is licensed as a single, complete product. All components of the Application shall not be separated from the Application for the use on more than one (1) device.

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1. The Licensee shall not be entitled to exercise its right stipulated in the Software License Agreement after launching the product for a set number of times, which corresponds to the paid license fee amount, if the Licensee's copy of Application is not validated. Application validation is performed automatically when the Application is launched as long as the device on which it is launched has an active Internet connection.
2. Re-validation may be required if the Licensee modifies their computer hardware, changes the Software or changes the registered license user.
3. The Application includes technological protection measures which are built-in to prevent using the Application without a license.

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1. The Licensor has made every effort to ensure that the Application is error-free and its functionality corresponds to the functionality intended and described in the user's guide. The Licensor undertakes, to the technological extent reasonably possible, to remove any defects in the Application that prevents from a correct use of the Application.
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2. The Application is protected by copyright and other intellectual property laws and treaties.
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4. Under the provisions of the Software License Agreement, QVX does not grant the Licensee rights to any trade and service marks.
5. QVX reserves the right to ownership of each and every copies of the Application and other rights which have not been expressly assigned to the user by the Software License Agreement.

VIII. Termination

1. Notwithstanding any other rights and subject to material breach of this Software License Agreement by the Licensee, the Licensor shall be entitled to terminate the agreement with immediate effect. Upon termination for any reason, the Licensee must promptly destroy all copies of the Application and its components.
2. A material breach of the provisions of this Agreement, referred to in clause 1 hereinabove, means in particular:
 - breach of Licensor's propriety copyright,
 - default in payment of the license fee, referred to in article III herein.
3. Should this not be the case, the agreement shall terminate when the license validity time expires as long as the license has not been extended by paying the license fee for a next period in accordance with the offer.

IX. Consent to use of data

1. The company collects, processes and uses user data that is connected with entering into the Software License Agreement and the use of the license.
2. User data shall not be disclosed to third parties without an express consent of the Licensee.

X. Additional services

This Software License Agreement applies to updates, supplements and add-on components of the Application, which QVX may provide or make available to the Licensee on its server during the period of the license validity, provided that there are no separate provisions governing thereof.

XI. Warranty

The Parties include warranty against physical or legal defects.

XII. Limitation of Liability

QVX shall not be liable in any way for any loss or damage of any kind (including without limitation loss of business, revenues, profits or goodwill, loss arising from interruption of use, loss of data or any other financial loss) arising out of the use or failure to use the Application, even if QVX have been advised to the possibility of such damage.

Limitations hereinabove do not apply to liability which in compliance with applicable law cannot be excluded or limited.

In any case, the aggregate liability of QVX under the provisions of the Software License Agreement shall not exceed the amount actually paid for a yearly license by the Licensee.

XIII. Severability

If any term or provision of this Agreement is held illegal or invalid, the Parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid or illegal term or provision with a term or provision that is valid and enforceable and that comes closest too expressing the original intention of the Parties and common interest.

XIV. Dispute resolution

1. Any disputes arising out of or in connection with this Software License Agreement shall be settled by mutual agreement of the Parties.
2. If any dispute shall not be settled during a period of two (2) weeks since filing the claim or the demands of the other Party in a way stipulated in clause 1 hereinabove, then the Parties will settle such a dispute through litigation.
3. The Parties agree, that at that time, the court having jurisdiction shall be a common court with material jurisdiction over QVX's seat.

XV. Governing Law

This Agreement shall be governed by and construed in accordance with the Polish Law.

XVI. Entire agreement

The Software License Agreement together with the business offer constitutes the final and entire agreement by and between the Licensee and QVX in relation to the Application. This Agreement also supersedes any prior written or oral arrangements, offers or statements in connection with the Application and any other elements with respect to the subject matter hereof.