

TERMS OF USING THE LICENSE FOR THE PROGET SYSTEM

PLEASE READ THESE PROGET SYSTEM LICENSE TERMS CAREFULLY, AS THEY ARE LEGALLY BINDING ARRANGEMENTS BETWEEN THE ENTITY WHO PURCHASED THE RIGHT TO USE THE PROGET SYSTEM AND PROGET SP. Z O.O., LOCATED AT UL. WARSZAWSKA 28, 43-300 BIELSKO-BIAŁA, POLAND, COMMERCIAL REG. NO.: 0000415823 (HEREIN ALSO REFERRED TO AS "PROGET"), HAVING ALL RIGHTS TO THE PROGET SYSTEM AND THESE GRANTS LICENSE.

THE TERMS OF USE OF THE LICENSE SPECIFY THE CONDITIONS OF USE OF THE PURCHASED SOFTWARE AND THE OBLIGATIONS OF THE LICENSOR AND THE PURCHASER AND DO NOT CONSTITUTE A SALE AGREEMENT.

THE CONDITIONS AND RULES FOR TRANSFERRING PERSONAL DATA ARE INTEGRAL PARTS OF THE LICENSE TERMS OF USE.

THE PURCHASER OF THE PROGET SYSTEM AGREES TO THESE TERMS OF USE OF THE LICENSE BY ACCEPTING THEM, INSERTING PERSONAL DATA IN THE SYSTEM, USING THE SOFTWARE, INSTALLING THE SOFTWARE ON A DEVICE OR SERVER, OR CREATING A SERVER IN THE PROGET CLOUD.

IF THE PURCHASER OF THE PROGET SYSTEM DOES NOT AGREE TO THESE LICENSE TERMS OF USE, THEY MAY NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE IN ANY MANNER.

DEPENDING ON THE SELECTION OF THE LICENSE, THE SERVER MANAGING THE PROGET SYSTEM MAY BE INSTALLED IN THE PROGET CLOUD OR THE INFRASTRUCTURE PROVIDED BY THE PURCHASER.

1. DEFINITIONS

- 1.1. **License** - the right to use the Software. The License is granted per Device for a period, depending on its type. There are two types of licenses:
 - i. **Subscription** - for a definite period, including Technical Support, which expires automatically after its validity period expires.
 - ii. **Lifetime** - for an indefinite period with the additional option of extending it with Technical Support provided for a definite period.
- 1.2. **Buyer** – a natural person, legal person, or organization that purchased the Proget System for purposes related to conducting business, statutory, or other activities.
- 1.3. **Personal Data Administrator (ADO)** – The Buyer of the Proget System who specifies the purposes for which he will process personal data (as defined in Article 4(7) of the GDPR) in the Proget System.
- 1.4. **System User** – an employee or co-employee of the Buyer who uses the Software on a mobile device in connection with their legal relationship (employment contract, mandate contract, B2B contract, etc.).
- 1.5. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016. on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Regulation on Data Protection).
- 1.6. **Personal data** – means any information about an identified or identifiable natural person ("data subject") - personal data within the meaning of art. 4 point 1 GDPR.
- 1.7. **Processor (Processing Entity within the meaning of Article 4(8) of the GDPR)** – a natural or legal person, public authority, unit, or other entity that processes personal data on behalf of the Personal Data Administrator – supplier of the Proget System (Licensor).
- 1.8. **Proget System or Software** – Software created by Proget operating by the Documentation. The Software consists of a Proget server, Proget mobile application, Proget Remote mobile application, Proget Backup mobile application, Proget Geofencing mobile application, Proget Gateway, Proget Connector, and other applications and parts of the Software described in the Documentation, for which Proget grants a license to the Purchaser by provisions of these License Terms.
- 1.9. **Documentation** - a set of documents prepared by Proget containing information on software functions, requirements for the Server, requirements for Devices, instructions for the administrator, and other documents prepared by Proget and made available to the Buyer together with the Software.

- 1.10. **Error** - the functioning of the Proget System inconsistent with the Documentation, causing the Software to hang, introducing inconsistency or disturbances in the Software; a situation that causes the Software to not function by the Documentation or to perform its essential functions. An error is also a vulnerability in the Proget System that may threaten the confidentiality or integrity of data placed in the system by the Buyer. It is not an error when the Software does not function by the Documentation for reasons attributable to the Buyer or as a result of having a version of the Software other than the latest one or as a result of an error in third-party Software cooperating with the Proget System.
- 1.11. **License certificate** – a document confirming the number of licenses the Buyer owns. It contains the code, description, type, and duration of the License and Technical Support.
- 1.12. **Proget Cloud** – an environment provided and maintained by Proget to support Licenses in the form of a subscription. Proget Cloud is maintained in the latest production version of the Software.
- 1.13. **Server** – a server installed and running in the Purchaser's infrastructure or a server in the Proget Cloud by the Documentation, allowing for the proper functioning of the Proget System.
- 1.14. **Force majeure** - unforeseen events that make it impossible to fully or partially meet the terms of these License Terms of Use, independent of the will of Proget and the Buyer, which will occur after acceptance of these License Terms of Use, which neither Party will be able to prevent by applying due diligence, in particular, caused by strike, fire, flood, earthquake, war, mobilization, government act, order or restriction.
- 1.15. **Device** – a mobile device compliant with the requirements described in the Documentation, on which the Software is installed and connected to the Software in the Proget Cloud or on the Server.
- 1.16. **Solution replacement** - used to maintain the continuity of the Proget System operation, emergency procedures, and use of the Proget System or auxiliary Software provided individually by Proget to eliminate Errors that require time-consuming repair.
- 1.17. **SLA** – Service Level Agreement is a guarantee of the level of availability of the Software installed in the Proget Cloud.
- 1.18. **Technical support** - technical assistance and the right to update the Software provided to the Buyer by Proget. In the Fixed Term License, Technical Support is integral to the License. In the License for an indefinite period, the Buyer, after one year of using the Software, is obliged to purchase Technical Support separately. The validity period of Technical Support is included in the License Certificate. The provision of technical support for a Server installed and running in the Buyer's infrastructure requires meeting the requirements described in the Documentation. Proget reserves the right to refuse to provide a service if it is determined that it does not fall within the scope of the Technical Support services offered.

2. LICENSE

- 2.1. Proget hereby declares that it is entitled to all copyrights and proprietary copyrights to the Proget System, also referred to as the Software.
- 2.2. Proget grants the Purchaser a non-exclusive, non-transferable License to use the Software, without the right to grant a further license (sublicense) to any third party, which includes:
 - installation of the Software on the Server or in the Proget Cloud,
 - installation and activation of the Software on the Device,
 - use of the Software as described in the Documentation.
- 2.3. The License is granted for a definite or indefinite period, depending on the type of License.
- 2.4. Transferring the Software from a Device to another Device or from a Server to another Server is permitted.
- 2.5. The Purchaser is obliged to maintain the copyright notice and reproduce it in all copies of the Software permitted hereunder by the terms of the License.
- 2.6. The License is subject to immediate termination if the Purchaser fails to comply with the provisions of the License. Proget's statement in the above respect must be preceded by a request to the Buyer to stop the violations and the ineffective expiry of the deadline set for this purpose.

- 2.7. If Proget finds a violation of these License Use Terms by the Purchaser, in addition to the solution referred to in point 2.6. above, Proget may also take any other actions necessary to prevent unauthorized use of the Software or damage to Proget, including preventing the Purchaser from accessing or using all or part of the Software.
- 2.8. Proget has the right to suspend the provision of services to the Buyer if the Buyer is in arrears with the payment of any amount for granting the Software License.
- 2.9. Within 30 days of the expiration of the License, the Buyer is obliged to destroy all copies of the Software on all Devices and Servers.
- 2.10. If the same Purchaser orders multiple Licenses, the license terms apply regardless of the number of Licenses.
- 2.11. The Buyer may not:
 - make translations, adaptations, layout changes, or any other changes or modifications to the Software, apart from the tools available in the Software, without the written consent of Proget,
 - rent or lend the Software without Proget's written consent,
 - disassemble, decompile, or otherwise multiply the Software code or translate its form to the extent exceeding the permissions resulting from the relevant provisions of applicable law.
- 2.12. The actions mentioned above constitute a violation of the copyright and license terms and result in the Purchaser's liability for damages to Proget, whose compensation Proget may claim under general terms up to the total amount of the damage.
- 2.13. No title or ownership of the Software is transferred to the Purchaser under these License Terms, and any reference to "purchase" or "sale" of the Software shall be deemed to mean Licenses under the license terms.

3. TRIAL VERSION - FREE TRIAL

- 3.1. The free trial period applies to a situation in which the Buyer decides to test the Proget System in the Trial version for free.
- 3.2. The use of the free trial version of the Proget System depends on the acceptance of these License Terms of Use. If you do not agree to these Trial License Terms, you may not use any part of the Software.
- 3.3. By registering to create a user account for the trial version, the Buyer declares that he has the authority to do so on the part of the entity he represents.
- 3.4. To test the Proget System, the Buyer undertakes to use only test data that is not personal data.
- 3.5. The free trial period of the Proget System may be used only during the subscription period and by the terms and conditions contained herein. To use the free trial period of the Proget System, you must register and set up an authorized account with activation access data. When registering, please ensure that you enter accurate and complete company details.
- 3.6. Proget System Internet Application and the ability to connect the Device via the Proget Mobile Application is granted to the person who orders a free version of the Software.
- 3.7. The free version of the Software obliges Proget to send access data necessary for active testing of the Proget System.
- 3.8. The License is granted for 30 days from sending the access data to the Licensee.
- 3.9. After sending the application, the Licensee will receive an email to activate the account by confirming the email address used when applying for a free version of the Proget System.
- 3.10. In the second step, the Licensee will receive an email with activation data enabling access to the Proget Internet Application.
- 3.11. The time of using the free version of the Proget System may be extended at the Licensee's request submitted to the email address sales@proget.pl.
- 3.12. The Buyer is obliged to:
 - use the free version of the Proget System in a manner consistent with applicable law,

- use the free version of the Proget System in a way that does not infringe the rights of Proget and the rights of third parties, in particular, the rights to intangible property as well as good manners and standards of social coexistence,
 - not to take any actions that may lead to a violation of applicable law or good customs and norms of social coexistence,
 - providing access to telecommunications services and the Internet on their own and at their own expense to the extent necessary to use the free version of the Proget System,
 - use, on your own and at your own expense, appropriate protection measures against unauthorized access to the Proget System (Proget Web Application and Proget Mobile Application),
 - inform Proget of any irregularities in the operation of the free version of the Software.
- 3.13. The Buyer who applies to activation of the free trial period of the Proget System or has already completed the testing of the Software agrees to the processing of the provided registration, contact, and other data necessary to use the free trial version of the Proget System.
- 3.14. The Purchaser is responsible for taking and maintaining appropriate steps to protect data confidentiality, integrity, and security. These steps include, in particular, controlling the access provided to users, configuring the components of the Proget System (Proget web application and Proget mobile application), ensuring data security during their transfer to and from the Proget System, using encryption technology to protect data and backing up data.
- 3.15. All comments and suggestions regarding the functioning of the free version of the Proget System can be submitted to the following address: help@proget.pl. Proget reserves the right not to respond to selected comments and suggestions.
- 3.16. To obtain additional information, the Buyer may contact Proget Customer Service by writing to the following address: sales@proget.pl.

4. GUARANTEE

- 4.1. Proget, as the Software producer, will make every effort to ensure that the Software works by the Documentation during the term of the License.
- 4.2. The condition for Proget to provide a warranty for the Software is the possession of Technical Support by the Purchaser.
- 4.3. Proget reserves the right to refuse to provide Technical Support if the Buyer is more than 30 days in arrears in timely payments due to Proget.
- 4.4. Under the Guarantee, Proget undertakes to receive and analyze reports related to Software Errors, including removing, to the extent possible, Errors involving incorrect operation of the Software and indicating possible substitute solutions for the period of clearing the Errors.
- 4.5. In the event of an Error, the Buyer is obliged to:
- immediately report the Error and provide all relevant information about the Error by email to the following address: help@proget.pl,
 - provide Proget employees with access to the Software, if necessary, also outside the Buyer's working hours,
 - in the event of an Error requiring time-consuming repair, use replacement solutions provided by Proget,
 - cooperate with Proget in removing the Error by the competencies held by the Purchaser.
- 4.6. Proget will notify the Purchaser of the need to use a substitute solution, indicating the reason and method of implementation. Implementation of a replacement solution will take place only with the consent of the Purchaser.
- 4.7. Proget will present the estimated time to remove the Error according to its knowledge and as soon as possible. An error is considered unresolved if the production upload of the update is impossible due to the detection of an Error that still needs to be fixed.

- 4.8. The Buyer will respond to reasonable inquiries regarding the Error and provide additional data regarding the reported Error.
- 4.9. The preceding warranty is exclusive and instead of any other express or implied warranties, including warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.
- 4.10. Proget reserves the right to collect anonymous statistical data on the use of the Software by the Buyer to improve the quality of the Software and Technical Support. In particular, the following data are subject to aggregation:
 - critical software bugs,
 - analytical data,
 - usage data.
- 4.11. Proget reserves the right to collect data regarding Software Errors to improve the Software and Technical Support quality.

5. PROGET CLOUD AVAILABILITY

- 5.1. SLA is 99% per annum.
- 5.2. If the SLA is lower, the Purchaser is entitled to the following discount when renewing the License:

AVAILABILITY	DISCOUNT
<99%	10%
<95%	25%
<90%	100%

- 5.3. The Buyer may obtain a discount after reporting a documented complaint like reporting an Error.

6. PERSONAL DATA PROTECTION

- 6.1. Proget, as a Processor, processes personal data on behalf of the Personal Data Administrator.
- 6.2. Personal data processed by the Proget System are entered or made available by the Personal Data Administrator, and then they are generated by Devices or entered by System Users.
- 6.3. The Personal Data Administrator defines the purpose and scope of processing personal data processed by the Proget System.
- 6.4. The Personal Data Administrator specifies what data will be aggregated by the Proget System.
- 6.5. The Personal Data Administrator declares that the Devices on which the Software will be installed are company devices or have a legal title to use them, e.g., consent to use private equipment for weddings.
- 6.6. The Personal Data Administrator declares that he is aware of his obligations towards System Users using the Proget System in terms of meeting information requirements, obtaining appropriate consent, etc.

7. PERSONAL DATA PROCESSING

- 7.1. The Personal Data Administrator entrusts the Processor (Proget) with processing personal data pursuant to art. 28 sec. 3 GDPR.
- 7.2. The Personal Data Administrator entrusts the Processor with processing all data processed by the Software and other data on devices for which technical support will be provided. In particular, the Processor will process:

- data related to the Device (on which the Software is installed), its parameters, and configuration - a complete list available in the document “Proget Functionality”,
 - data of System Users _ (employee, co-employee of the Buyer), contacts, SMS/MMS, device location, audit logs, call log, and Geofencing,
 - logs of Users of the Software System (Proget System),
 - other data (files) saved on the Device, such as text files, spreadsheets, presentations, photos, video recordings, email, etc. NOTE: These data are available to Proget (technical support department) only on request of the Purchaser and each time the System User grants access to the Device.
- 7.3. As part of the acceptance of these License Terms of Use, the Processor will, in particular, perform the following operations on personal data: viewing, entering, modifying, deleting, collecting, organizing, ordering, adapting, and making backup copies.
- 7.4. The Processor will process personal data using IT systems.
- 7.5. The contract for entrusting the processing of personal data is valid to the full extent for the Software’s use period - the duration of the License. After the commercial use of the Software, processing will be limited to maintaining data on servers for up to 3 months from the termination of commercial use.
- 7.6. The processed personal data may be of the nature of ordinary and unique data (a particular category of personal data).
- 7.7. The entrusted personal data includes, in particular, information about natural persons who are employees, clients, contractors, and other persons with whom communication will be carried out using Devices using the Proget System.
- 7.8. The Processor undertakes to process data by applicable law.
- 7.9. During data processing, Proget is responsible for any damage resulting from personal data processing inconsistent with the license terms or the law.
- 7.10. The Processor undertakes to process the personal data entrusted for processing only and exclusively to perform the contract, the terms of which are defined in the terms of the License. In particular, personal data will be processed to ensure the functioning of the supplied Software, maintain the necessary infrastructure, and provide technical support.
- 7.11. The Processor undertakes to exercise due diligence when processing the entrusted personal data.
- 7.12. The Processor undertakes to secure them by using appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk associated with processing personal data referred to herein. Referred to in art. 32 of the Regulation.
- 7.13. The Processor undertakes to ensure confidentiality (referred to in Article 28(3)(b) of the Regulation) of the processed data by persons he authorizes to process personal data to implement these Terms and Conditions use of the License, both during and after employment.
- 7.14. The Processor declares that it has implemented an information security management system (taking into account the protection of personal data) compliant with the requirements of the ISO 27001 standard. An accredited certification body audited the information security management system. Proget obtained a certificate confirming the proper implementation of the information security management system by the requirements of the ISO 27001 standard.
- 7.15. The information security management system (including personal data) consists of policies and procedures relating in particular to the following:
- security of personal data,
 - information security,
 - physical security,
 - using cryptographic security,
 - rules for securing personal computers,
 - rules for the use of computer equipment outside the workplace,
 - ensuring business continuity,
 - making backups.

- 7.16. Proget employees:
- undergoing cyclical training on personal data protection and information security,
 - have been authorized to process personal data,
 - have undertaken to maintain the confidentiality of the information they come into contact with,
 - are aware of responsibility for breach of confidentiality obligations.
- 7.17. The Processor (Proget) declares that it does not transfer personal data to a third country or international organization located outside the European Economic Area ("EEA"). Data transfer outside the EEA is possible only for customers outside the European Union (upon request).
- 7.18. As far as possible, the Processor helps the Personal Data Administrator to the extent necessary to fulfill the obligation to respond to the data subject's request and to satisfy the duties specified in the art. 32-36 GDPR.
- 7.19. The Processor is obliged to notify the Personal Data Administrator immediately:
- any detection of a breach of personal data protection (e.g., unauthorized access to personal data), if possible, within 24 hours of the event,
 - any legally mandated request to provide personal data to a competent state authority, unless the prohibition of notification results from the law, in particular the provisions of criminal procedure, when the prohibition is intended to ensure the confidentiality of the investigation initiated,
 - each request received from the person whose data is processed, and the Processor has no right to respond to this request.
- 7.20. The Personal Data Administrator has the right to control the implementation of these License Terms by carrying out announced and timely agreements, jointly with the Processor, ad hoc controls regarding the processing of personal data and requesting written explanations.
- 7.21. The established inspection date may be 14 business days from the date proposed by the Personal Data Administrator.
- 7.22. Carrying out the inspection referred to in section 19 is confirmed by the Processor's representative with an action report signed by representatives of both parties.
- 7.23. The Processor undertakes to comply with post-audit recommendations aimed at removing deficiencies in the processing of personal data within seven days from the date of their discovery.
- 7.24. The personal data administrator has the right to request from the Processor an immediate, substantive answer to any question regarding the processing of personal data entrusted under these License Terms.
- 7.25. The Processor subcontracts the processing of personal data to the following entities:
- Amazon Web Services for maintaining virtual servers on which the Software is installed - if such a solution is selected. It does not apply to the installation of the Software in the infrastructure provided by the Purchaser.
 - Microsoft for maintaining virtual servers on which the Software is installed - if such a solution is selected. It does not apply to the installation of the Software in the infrastructure provided by the Purchaser.
 - Microsoft is in the scope of communication with the Buyer (its representatives) through the following services: e-mail, sharing resources, teleconferences or technical support.
 - Zoho Corporation in the field providing technical support, conducting sales, settling receivables, and verifying the services provided.
 - Atlassian in terms of providing technical support and the manufacturing process.
 - Google Firebase is in the field of ensuring the collection of application critical errors.
 - Google Analytics in the scope of handling the collection of Proget System statistics, data on the use and use of the Proget System.
 - TeamViewer for technical support (remote session).
- 7.26. The Processor may entrust the implementation of the services covered by this document to other subcontractors, provided that the Personal Data Administrator is informed about this fact using the accepted communication channels (e.g., by letter, email, SMS). No objection on the part of the Personal

Data Administrator to further entrusting the processing of personal data within 14 days is tantamount to consent to such actions on the part of the Processor.

- 7.27. The Processor is responsible to the Personal Data Administrator for the actions of its subcontractors - entities sub-entrusted with processing personal data.
- 7.28. The entity to which the Processor entrusts further processing of personal data should meet the exact requirements and the same guarantees and obligations imposed on the Processor in these License Terms.
- 7.29. These License Terms of Use are terminated after the end of the Software's use period.
- 7.30. The Personal Data Administrator has the right to terminate these License Terms with immediate effect if the Processor:
 - used personal data in a manner inconsistent with this document,
 - entrusted the processing of personal data to subcontractors without the consent of the Personal Data Administrator,
 - has not stopped the improper processing of personal data,
 - despite being obliged to remove the deficiencies found during the inspection, he did not remove them within the prescribed period.
- 7.31. Within three months from the date of completion of the commercial use of the Software, the Processor undertakes to remove all personal data and all copies thereof from the Proget System. The Processor is released from the above obligation only if the Union Law or the law of the Republic of Poland allows or requires it to store such personal data further.
 - 7.31.1. The Personal Data Administrator may apply to the Processor for earlier removal of personal data from the Proget System. Such a request will be implemented as soon as possible, considering Proget's organizational capabilities.
 - 7.31.2. about removing personal data from the Proget System using the communication channels accepted so far (e.g., by letter, email, SMS).
- 7.32. The Purchaser is responsible for removing Devices connected to the Software by the date of termination of commercial use of the Software. If the Buyer fails to fulfill this obligation, Proget, as the Processor, will remove the Devices connected to the Software within 3 months from the end of the commercial use of the Software. The buyer agrees to this.
- 7.33. The Processor immediately informs the Personal Data Administrator of any proceedings, mainly administrative or court proceedings, regarding personal data processed on behalf of the Personal Data Administrator and specified in the contract entrusting personal data. About any executive decision or ruling regarding the processing of this data, addressed to the Processor, as well as any planned, if known, or implemented controls and inspections regarding the processing of personal data. The Processor is released from the above obligation only if the Union law or the law of the Republic of Poland prohibits informing the Personal Data Administrator about the pending proceedings.
- 7.34. The provisions of point 7 (personal data entrustment agreement) do not apply if a separate personal data entrustment agreement is concluded.

8. TECHNICAL ASSISTANCE

- 8.1. The Purchaser of the Software with a License and Technical Support has the right to use technical support.
- 8.2. The Purchaser is aware that failure to purchase Technical Support services and Software updates will result in incompatibility or other problems such as operational errors, security gaps, decreased performance or no new features.
- 8.3. Lack of continuous Technical Support caused by the Purchaser not purchasing the continuation of the service results in the Purchaser being obliged to cover additional costs of Technical Support related to updating the Software to the latest version applicable on the date of re-purchase of the Technical Support.

- 8.4. When the Purchaser has a larger number of licenses, the extension of Technical Support after the period for which it was purchased is associated with the need to purchase the service for all licenses held by the Purchaser that are active on the date of purchase of the Technical Support.
- 8.5. Purchase of Technical Support by the Purchaser is equivalent to the activation of the service on all licenses owned by the Purchaser.
- 8.6. Technical support is provided electronically.
- 8.7. The system user using Technical Support reports the Error to the following address: help@proget.pl.
- 8.8. Reporting an error generates the so-called Ticket in the Proget support system.
- 8.9. To the Ticket will be used to identify the reported Error.
- 8.10. Technical support is provided from Monday to Friday on working days, from 7.00 to 17.00 (CET), excluding public holidays in the territory of the Republic of Poland.
- 8.11. Errors reported by Users are resolved by the order in which they are received and the assigned priority.
- 8.12. There are three categories of Errors:
 - 8.12.1. **High** - An error that causes the Software to stop or seriously interfere. In particular, consisting in the inability to perform one of the functions of the Software, affecting key business processes.
 - 8.12.2. **Medium** - An error that disrupts the operation of the Software. In particular, consisting in the inability to perform one of the functions of the Software, affecting key business processes.
 - 8.12.3. **Low** - An error that does not affect the operation of the Software. It does not limit the performance of the Software's functions. It has no impact on critical business processes.
- 8.13. Standard response times for reported and categorized Bugs:

ERROR	RESPONSE TIME
High	4 hours
Medium	8 hours
Low	12 hours

- 8.14. The reaction time determines only the typical Proget reaction time to a reported and categorized Error.
- 8.15. Proget reserves the right to change the Error category after informing the User in advance.

9. DISCLAIMER

IN NO EVENT SHALL PROGET BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY, BUSINESS INTERFERENCE, LOSS OF COMMERCIAL DATA, INCLUDING LOSS OF PROFITS, DEFECTS OR ANTICIPATED BENEFIT RESULTING FROM DAMAGE TO, DEFECTS IN, OR INCOMPATIBILITY WITH THE USE OF THE SOFTWARE OR DOCUMENTATION. PROGET'S TOTAL LIABILITY UNDER THE APPLICABLE LICENSE TERMS FOR ANY LOSSES, CLAIMS, DAMAGES, OR COSTS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE PURCHASER TO PROGET FOR THE SALE OF THE SOFTWARE.

PROGET, IN PARTICULAR, IS NOT RESPONSIBLE FOR ERRORS CAUSED BY:

- 9.1. improper use of the Software or repair of the Software by unauthorized persons,
- 9.2. improper operation or failure to comply with operating rules,
- 9.3. using the Software contrary to its intended purpose,
- 9.4. using the Software contrary to the Documentation,
- 9.5. changes in the configuration or database of the Software without Proget's knowledge and consent or carrying out changes contrary to Proget's instructions,

- 9.6. performing repairs, modifications, or other actions exceeding the terms of the License by the System User or third parties without Proget's consent,
- 9.7. the User's failure to comply with the recommendations provided by Proget engineers,
- 9.8. Errors in the Software resulting from Force Majeure,
- 9.9. Errors in the Software resulting from errors or changes in third-party applications, third-party systems, third-party licenses, or other third-party services used or integrated,
- 9.10. changes to the Devices resulting from changes or updates to the operating system or overlays from the Device manufacturer,
- 9.11. mechanical damage to the Server or Devices,
- 9.12. Errors resulting from the infrastructure of the Buyer or third parties.

The disclaimers outlined in this section apply regardless of the cause of the damage and whether a claim, if any, is made in the contract, tort, negligence or otherwise, or otherwise. whether it was reported in connection with the use or inability to use the Software.

10. FINAL PROVISIONS

- 10.1. The Parties agree that the law applicable to the rights and obligations of the Parties arising from implementing these License Terms is Polish law.
- 10.2. Proget, as the producer of Software, reserves the right to change the Terms of Use of the Proget System License during the term of the License.
- 10.3. Proget shall inform the Purchaser each time about any changes to the terms of the License.
- 10.4. Any disputes concerning implementing these License Terms of Use will be settled in the first place by negotiation. In the event of failure to reach an agreement, the court competent to resolve disputes arising from these License Use Terms will always be the court qualified for Proget's registered office.
- 10.5. The Purchaser may transfer all rights and obligations arising from this document only with the prior consent expressed by Proget in writing.