

GENERAL TERMS AND CONDITIONS OF CYRIMA END USER LICENSE AGREEMENTS

INTRODUCTION

Before reading the formal part of our agreement, let us say a few introductory words.

All capitalized terms we use in this document have their definitions, which you will find in Section I ("DEFINITIONS"). These General Terms and Conditions of Cyrima End User License Agreements ("T&Cs") constitute, together with the Order and any other documents referred to in the T&Cs and created by us, the content of Cyrima end-user license agreement (we define the entirety of our obligation as the "Agreement").

The Cyrima application is designed to work with Atlassian software and cloud products . Hence, to use Cyrima, you must be a user of Atlassian cloud products. You can only download the Application from the Atlassian Marketplace therefore, by placing an order for the Application, accessing or using the Atlassian Marketplace store, you agree to be bound by the [Atlassian Marketplace Terms of Use](#). According to Atlassian's statements, all apps available on the Atlassian Marketplace are intended for use with Atlassian products, so in order to use Cyrima, you must have active access to the Atlassian cloud product within which the App will be enabled or used. Please note that we have no control over the content of the Atlassian Marketplace Terms of Use or the operation of the Atlassian Marketplace store itself.

By placing an order to gain access to Cyrima, you agree to be bound by these T&Cs. If you do not agree to the content of the T&Cs, you should not place an order for, use or access the Application.

If you accept these T&Cs on behalf of a legal entity, you declare and warrant that you have full authority to represent such entity when entering into an Agreement for access to the Application. By entering into an Agreement on your behalf, you assume full responsibility for compliance with these terms of use by any person using the Application on your behalf. Your conclusion of the Agreement on behalf of an entity you represent has direct legal consequences for the entity you represent. As a result, the entity you represent is fully responsible for compliance by you and other Users using the Application on behalf of that entity with these T&Cs.

Your use of the Application is subject only to the terms and conditions set forth by us, including any restrictions on use described in the T&Cs. In order to use the Application and to allow Users from your organization to use the Application, you must agree to the T&Cs.

Except for the rights expressly granted to you under the T&Cs, all rights and titles (including intellectual property rights) to the Application, as well as shares in these rights, are reserved to and belong to us. The Application is provided on the basis of licensing and not a transfer of rights, therefore you do not acquire any ownership rights to the Application.

Read the following license terms carefully before installing Cyrima.

I. DEFINITIONS

1. Terms used in the T&Cs, in the Agreements concluded between the Licensor and the Licensee, and in the accompanying documents, unless otherwise provided, shall have the following meanings:

- 1) **Application or Cyrima** - an electronic service, web application, web-based system consisting of multiple components, which is also an ecosystem of service providers - Distributors, addressed to medium and large organizations and aimed at securing manufacturing processes in these organizations. The Application was developed by the Licensor and designed to work with Atlassian software and cloud products. The scope of access to the Application depends on the Package selected by the Licensee.
- 2) **Atlassian** - Australian company Atlassian Pty Ltd (ABN 53,102,443,916).
- 3) **Atlassian Marketplace** - Atlassian's online store with applications, plug-ins and extensions designed for use in a cloud environment and available for download that are designed to work with Atlassian's cloud software and applications.
- 4) **Database** - all data entered into the Application, including, in particular, contact details, information about the company, projects.
- 5) **Licensee Database** - the Database of a given Licensee created with the participation of Users acting on behalf of the Licensee.
- 6) **Pricelist** - a detailed and updated list of fees charged for the use of particular Packages, available within the features of the Application.
- 7) **Personal data** - personal data as defined in Article 4(1) of the GDPR.
- 8) **Documentation** - the specification of the Application, all kinds of guides, descriptions of features, instructions for use and operation, manuals, hardware and technology requirements necessary for the proper use of the Application and its configuration, including videos, available within the features of the Application.
- 9) **Business day** - a day from Monday to Friday, excluding public holidays designated by Polish law.
- 10) **Distributor** - an entity implementing consulting and outsourcing projects, the services of which can be used by Licensee. The demand for the implementation of services is submitted through the feature of the Application.
- 11) **Business Hours** - the hours from 8:00 a.m. to 4:00 p.m. in accordance with the applicable Polish time zone on Business Days.
- 12) **Civil Code** - Polish act of April 23, 1964 - the Civil Code.
- 13) **Payment card** - a payment card within the meaning of the Polish Payment Services Act of August 19, 2011.
- 14) **Account** - an individual account of the Licensee located in the cloud application registered in accordance with the terms and conditions set by Atlassian, allowing the Licensee to access the Application.
- 15) **License** - a non-exclusive right to use (a license) the Application throughout the world for a specified period of time, specified in the Order (subscription), and to the extent specified in the Agreement, without the right to grant sublicenses.
- 16) **Licensee** - a customer of the Licensor, being a natural person who does not have the status of a consumer within the meaning of Article 22¹ of the Civil Code and is a natural person to whom consumer regulations stipulated in the Polish law do not apply, or a legal person or an organizational unit without legal personality but having legal capacity, conducting a business or professional activity on its own behalf; only a person who is a trader within the meaning of the Traders' Law, who acquires access to the Application for the purpose directly related to its business activity, and this activity has a professional character for it, may be a Licensee.
- 17) **Licensor or "we", "us", "our"** - SEDIVIO S.A. with its registered office in Warsaw, whose registration files are kept by the District Court for the city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, KRS: 0000480272, REGON: 140750385, NIP: 5213410954; a change in the Licensor's company, registered office, address of the registered office, court or other registration data does not constitute an amendment to the T&Cs, but is communicated to the Licensee electronically.

- 18) **Monthly Subscription Model** - a model of payment of remuneration by the Licensee, in which the remuneration for the ability to use the Application in the Paid Package is paid in advance in monthly Billing Periods.
- 19) **Annual Subscription Model** - a model of payment of remuneration by the Licensee, in which the remuneration for the ability to use the Application in the Paid Package is paid in advance in annual (12-month) Billing Periods.
- 20) **Billing Period** - the length of time for which the Licensee gains access to the Package payable for making either one Recurring Payment or one Single Payment.
- 21) **Third Party** - any natural person, legal entity or unincorporated organizational unit that is not a Licensee or User.
- 22) **T&Cs** - these General Terms and Conditions of License Agreements.
- 23) **Package** - a way of using the Application defined by the range of features made available to the Licensee within the Application and a price for the Licensee's use of the Application. There is one free Package - Essential, and two paid Packages: Standard and Enterprise.
- 24) **Free Package** - Essential Package.
- 25) **Paid Package** - Standard or Enterprise Package.
- 26) **Cyclical Payment** - payment for subsequent Billing Periods made by charging the Payment Card based on the consent given by the Licensee until the Licensee expresses its cancellation.
- 27) **One-Time Payment** - payment for each Billing Period made each time by Licensee through a payment operator.
- 28) **Privacy Policy** - the document posted on the Licensor's website at: that sets out the rules for the processing of Personal Data by the Licensor in connection with the use of the Application.
- 29) **Copyright Law** - Polish Act on copyright and related rights of February 4, 1994.
- 30) **Traders' Law** - Polish Act of March 6, 2018 - Traders' Law.
- 31) **Rules** - the rules and regulations for the provision of services by electronic means, as defined in the Electronic Services Act.
- 32) **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 4.5.2016, p. 1).
- 33) **Force Majeure** - events beyond the control of the Parties, which the Parties were not able to foresee or prevent, which are not the result of an act or omission of the Parties, including in particular, but not limited to: failure of the Internet network or its parts, power grid, actions of Third Parties, which could not have been prevented despite the exercise of due diligence by the Party, or other manifestations of force majeure such as a general strike, fire, flood, epidemic, war.
- 34) **SLA** - a guarantee of a certain level of availability of the Application provided by the Licensor under the Application's Paid Packages.
- 35) **Parties** - collectively the Licensor and the Licensee, with each of these entities referred to separately as a "Party".
- 36) **Agreement** - the Cyrima end-user license agreement entered into by the Parties, the subject matter of which includes the granting to Licensee by Licensor of a License to use the Application, to the extent of the Package selected by Licensee. The content of the Agreement consists of these T&Cs, the Order and any other documents or addenda created by Licensor and made part of the Agreement by appropriate reference.
- 37) **Act on Protection of Databases** - Polish Act on the protection of databases of July 27, 2001.
- 38) **Act on Provision of Electronic Services** - Polish Act on Provision of Electronic Services of July 18, 2002.
- 39) **Act on Combating Unfair Competition** - Polish Act on Combating Unfair Competition of April 16, 1993.

- 40) **User** – a natural person, in particular an employee, associate or partner, authorized by the Licensee to use the Application, in accordance with the content of the Agreement, with effect for the Licensee.
- 41) **Atlassian Marketplace Terms of Use** - a legally binding agreement between an Atlassian customer and Atlassian.
- 42) **Order** - a statement of intent by the Licensee to select the Package and the payment option (Single Payment or Cyclical Payment) under which the Licensee will use the Application.

II. LEGAL STATEMENTS AND DISCLAIMERS

1. The Parties declare that:
 - a) entering into the Agreement and in the course of its execution, they are acting and will act in good faith,
 - b) there are no contractual obligations or rights or claims of Third Parties or other obstacles of legal or factual nature that would prevent the conclusion of the Agreement.
2. Licensor:
 - a) undertakes to execute the Agreement with due diligence and in accordance with market standards expected of a professional entity,
 - b) declares that it has the knowledge, experience, skills and resources necessary for the proper execution of the subject matter of the Agreement,
 - c) declares that it is authorized to enter into the Agreement under the terms and conditions set forth in the T&Cs and Orders,
 - d) declares that the copyrights on the Application, its updates, modifications or changes, and any patents, trademarks, know-how are and will remain the property of Licensor,
 - e) declares that the provisions of the T&Cs do not violate the intellectual property rights of Third Parties,
 - f) declares that the granting of the License does not require the consents of Third Parties,
 - g) declares that the use of the Application shall not constitute a violation of generally applicable Polish laws or the rights of Third Parties, nor shall it lead to their infringement.
3. Licensor stipulates that the presented results of the Licensee's subjection to certain laws, standards and regulations are only preliminary recommendations and suggestions for their application and implementation at Licensee, and in the course of providing the access to the Application, the Licensor does not provide legal, accounting, financial or business advice and is not responsible for any actions taken by the Users based on the preliminary recommendations and suggestions and other information obtained by the Users in connection with accessing the Application.
4. Licensee:
 - a) declares that it is not a consumer within the meaning of Article 22¹ of the Civil Code or a natural person to whom consumer regulations stipulated in the Polish law apply and agrees that the rights and obligations of the Parties shall be determined by the T&Cs,
 - b) due to the fact that the Agreement constitutes a contract for the provision of digital content that is not recorded on a material medium, in view of the fact that the Licensee does not have the status of a consumer within the meaning of Article 22¹ of the Civil Code nor is a natural person to whom the consumer regulations stipulated in the Polish law apply, and, in the case of a Paid Package, also in connection with the commencement of the provision by the Licensee to the Licensor of digital content for which the Licensor is obliged to pay the price, with the express and prior consent of the Licensee, who, before the commencement of the performance by the Licensor, was informed that after the performance by the Licensor, it will not be entitled to withdraw from the contract, Licensee declares that it fully understands and accepts that they are not entitled to withdraw from the Agreement,

- c) is aware that proper use of the License requires compliance with the requirements set forth in the Documentation.
5. Licensee, under pain of possible liability under generally applicable laws, as well as the T&Cs, declares that both Licensee and Users shall not:
 - a) allow access to the Application to Third Parties;
 - b) translate, adapt, rearrange or make any other changes to the Application;
 - c) use the Application and its components, elements, parts and any other fragments, as a basis for creating independently and with the participation of other entities (including exclusively by other entities as a result of information provided by the User), other tools with identical or similar functions and use to the Application;
 - d) use the Application after the termination of the Agreement;
 - e) share the login credentials for the Account with non Users;
 - f) grant sublicenses for the use of the Application;
 - g) use the Application for paid or unpaid service to Third Parties.
 6. The person accepting these T&Cs on behalf of Licensee, represents and warrants that he/she has full authority to represent the Licensee in concluding the Agreement for access to the Application. Acceptance of the T&Cs has direct legal consequences for Licensee represented by the accepting person. In particular, Licensee shall be fully responsible for compliance with these terms of use of the Application by Users on behalf of Licensee.
 7. The person entering into the Agreement on their own behalf, as Licensee, is fully responsible for compliance with these terms of use of the Application by any person using the Application on their behalf.
 8. It is prohibited for Users to provide unlawful content to the Application.
 9. It is stipulated that Atlassian is not a Licensor nor does it act as a party to the Agreement.
 10. The Licensor reserves the right to provide the Licensee with services (e.g. implementation) separate from the provision of the Application under individual terms and conditions specified in a separate agreement. Such agreements may be concluded, in particular, under separate arrangements with the Licensor.
 11. Licensor may, at its sole discretion, regardless of other provisions of the Agreement, correct errors in the Application in accordance with the relevant provisions of Polish law.
 12. Licensor stipulates that in securing the information comprising the Licensee Database, it relies on good market practices in this regard. However, the Licensor does not guarantee, as part of the service of making the Application available, strict security of the content provided by the Licensee within the Licensee's Databases created by the Licensee. It is recommended that the names of the projects implemented by the Licensee be devoid of information that could, if disclosed, lead to any harm to the Licensee.
 13. Licensee is not authorized to use, re-export or otherwise transfer the Application in violation of Polish or foreign laws. Licensee represents and warrants that it does not reside in any restricted territory, is not a citizen nor a resident of any such country, and is not controlled by any entity or person subject to such restrictions. Restricted territories are considered to be: Cuba, Iran, North Korea, Syria and the territory of Crimea/Sevastopol, and any other country or territory subject to sanctions by the United Kingdom, the European Union or the United States of America.

III. APPLICATION LICENSE

1. Provision of the Application for the Licensee's use (granting the License for the Application) involves allowing the Licensee to access the Application through Atlassian's cloud application called "Jira".
2. Licensor grants the License:
 - a) for an indefinite period of time in case of the Free Package;

- b) for a specified period of time in case of Paid Packages (Monthly Subscription Model or Annual Subscription Model).
3. Access to the Application in case of the Free Package will be provided to the Licensee immediately upon execution of the Agreement. Access to the Application in case of the Paid Packages will be provided to the Licensee upon payment of the fee in the corresponding subscription model, based on the Order.
 4. Application is subject to copyright protection, which includes, in particular: the full source code of the Application, the documentation, the structure and organization of the Application files, the structure of the databases, subsequent versions and modifications, individual elements of the online platform (images, graphic elements), the Application name, the logo and other visual forms related to the Application.
 5. Licensor grants Licensee a License covering the right to use the Application without the right to grant sublicenses.
 6. The granting of the License to the Licensee does not limit the Licensor's right to authorize other persons to use the Application in the same fields of use (non-exclusive license).
 7. The License for the Application is granted for the following fields of use:
 - a) use of the Application in accordance with the scope of features and the number of Users in the selected Package;
 - b) use of the Application, understood as running, displaying, accessing, storing (archiving) the entered data together with the results of their analysis, printing them and downloading them from the Application.
 8. Licensee may use the Application for its intended purpose, only in connection with Licensee's business activities and with the participation of Licensee's qualified personnel, and only to the extent of any applicable restrictions (relating to particular Packages or parts of the Application) set forth in the Agreement.
 9. Licensee is obliged to protect the confidentiality of the Account access data and assumes full responsibility for any violation of the rights of Third Parties and for causing damage to anyone in connection with its own unlawful act or the act of Third Parties to whom he/she has provided access data to the Account, and consequently to the Application, contrary to the provisions of the Agreement.
 10. Licensee is not allowed to:
 - a) make the Application available to people who are not Users,
 - b) use the Application and its components, elements, parts and any other fragments as a basis for the creation, by itself and with the participation of other entities (including exclusively by other entities as a result of information provided by the User), of other tools with identical or similar functions and application to the Application,
 - c) grant sublicenses to Third Parties,
 - d) use the Application for paid or unpaid service to Third Parties.
 11. Without prejudice to the provisions of generally applicable laws and the provisions of the Agreement to the contrary, the License does not entitle the Licensee or the Users to perform any of the following actions regarding the Application, as well as any of the elements of the Application (e.g. individual elements of the online platform such as images, videos, file structures, content layout, results, recommendations, the Application name, logos and other visual forms related to the Application):
 - a) rent, lend, share, sell, reuse, distribute, market or commercialize, use for personal, family, household or other non-business use, change, modify, combine, copy, translate, adapt, decompile, disassemble, reverse engineer or create any development based on the Application or any part thereof or its contents, remove by yourself or have any Third Party remove or correct

- errors in the Application, or use the Application for infrastructure management purposes, share the Application;
- b) use of the graphical user interface, operational logic or the basic structure of the databases and database files of the Application or any part of the above components of the Application or make copies thereof (regardless of the extent of the copies) for the purpose of incorporating them into or developing any other software, product or technology by itself as well as with the participation of others (including solely by others as a result of information provided by Licensee or User).
12. Licensee, being aware that the Application, as well as its parts, fragments and structure, are the subject of copyright protection and the result of the Licensor's efforts and work, in the event of a culpable violation of the License for the use of the Application by the Licensee or the User, in the form of a violation of the terms of the License set forth in paragraph 11 above, the Licensee agrees to pay to the Licensor for each violation a contractual penalty in the amount of up to EUR 100,000 (one hundred thousand) in proportion to the damage suffered by the Licensor. Violation of any of the prohibitions referred to in paragraph 11 above shall constitute grounds for termination of the Agreement by Licensor with immediate effect.
13. Notwithstanding the foregoing, Licensee and Users are required not to do the following:
- a) remove, alter or cover up any copyright or trademark notices in the Application;
 - b) share or disclose to Third Parties any license keys, passwords or IDs.
14. If it is determined that Licensee or Users use the Application in a manner inconsistent with the Agreement, Licensor may demand:
- a) destruction of technical means in the possession of Licensee or Users, the purpose of which, even incidental, is to facilitate the unauthorized removal or circumvention of the technical security features of the Application,
 - b) deletion of copies of the Application made in an unauthorized manner,
 - c) restriction or prevention of access to the Application by unauthorized Third Parties,
 - d) compensation for infringement of the Application's copyrights or assertion and exercise of other rights to which the Licensor is entitled through appropriate legal remedies, including a demand for immediate cessation of infringements.
15. Licensee shall cooperate with Licensor to the extent necessary for the protection of the copyrights to the Application, and in particular shall notify the Licensor of each identified case of infringement and threat to the copyrights. The Licensee shall immediately notify the Licensor of any unauthorized use of the Application, in whole or in part, by a Third Party.
16. Licensee is obligated to use the Application only within any limitations or restrictions under the T&Cs and the relevant Order. Notwithstanding any claims to which Licensor may be entitled due to infringement of its copyrights, in the event of any failure to perform to any extent the obligation referred to in the preceding sentence (i.e., exceeding the scope of use associated with any limitations or limits arising from the T&Cs or the respective Order), Licensor may require Licensee to pay a contractual penalty for each infringement in the amount of up to €100,000 (one hundred thousand) in proportion to the damage suffered by Licensor. If Licensee fails to pay the aforementioned contractual penalty within 7 Business Days from the date of Licensor's demand for payment, Licensor shall be entitled to terminate the Agreement, in whole or in part (at Licensor's option), with immediate effect, without liability therefor.
17. Contractual penalties may be assessed separately for each of the cases giving rise to their application.
18. If the damage suffered by Licensor exceeds the amount of the reserved contractual penalty, Licensor shall be entitled to claim from the Licensee the remainder of the compensation under general rules.
19. Licensor shall be entitled to retain the remuneration for the Billing Period in which the Agreement was terminated for reasons attributable to the Licensee or the Users.

IV. CONCLUSION OF THE CONTRACT AND ITS DURATION

1. The parties conclude the Agreement each time on the basis of the Order, whereby:
 - a) An Order for the Free Package of the Application is placed in the Atlassian Marketplace online store (installation of the Application in the Free Package is necessary to place an Order for the Paid Package);
 - b) The Order for the Paid Package of the Application is placed through the feature of the Application, i.e. after the installation of the Application in the Free Package.
2. The Agreement comes into effect upon acceptance of the T&Cs, and, in case of the Paid Package, the Agreement for use of the Application under the Paid Package comes into effect upon payment.
3. The Application in the Free Package is made available through the Atlassian Marketplace, which allows you to download and install the Application plug-in that integrates the Application with the project management tool of your choice provided by Atlassian. The commencement of use of the Application in the Paid Package shall be made using the feature of the Account allowing the management of the Application by the Licensee's selection of the corresponding paid Package of the Application.
4. The Agreement concluded as a result of placing the Order for Paid Packages is concluded for a term consistent with the subscription model selected by the Licensee.
5. When acquiring a Package paid for in the Monthly Subscription Model or the Annual Subscription Model, the Licensee has the option to choose whether it opts for a One-Time Payment or a Cyclical Payment.
6. If a One-Time Payment is selected, the subscription shall be valid for the selected Billing Period from the date of making the One-Time Payment until the expiration of the Billing Period for which the Licensee has purchased access.
7. If Cyclical Payment is selected, the subscription is valid for the selected Billing Period and is automatically renewed at the end of the respective Billing Period. Payment is collected by charging the Licensee's Payment Card.
8. In case of the Monthly Subscription Model, when choosing Cyclical Payment, the Licensor will charge the monthly fee at the beginning of a new Billing Period, unless the subscription is canceled.
9. In the case of the Annual Subscription Model when choosing the Cyclical Payment, the Licensor will charge an annual fee at the beginning of the first Billing Period, after which, unless the subscription is canceled, the Licensor will charge an annual fee.
10. A subscription for a Paid Package may be canceled (terminated) at any time before the end of the current Billing Period. Cancellation (termination) of the subscription shall become effective at the end of the current Billing Period. The Licensor shall not refund or compensate the Licensee for partially used Billing Periods.
11. The Agreement concluded as a result of Ordering the Free Package is valid for an indefinite period of time and may be terminated at any time by the Parties.
12. Notwithstanding the above provisions, the Licensor shall have the right to terminate the Agreement with immediate effect, without incurring any liability therefor. Grounds for termination of the Agreement with immediate effect are provided for in separate provisions of the T&Cs.
13. Termination of the Agreement for Paid Packages or Free Package is made by cancelling the subscription within the feature of the Account or by failing to make a Single Payment or cancelling a Cyclical Payment.
14. In the event of a notice of termination by either Party, Licensee shall extract and retrieve its data from the Application before the expiration of the Agreement.
15. Licensor is entitled to change the prices specified in the Price List in the following cases:
 - a) changes in laws, tax rates, fees and other public and legal dues, as well as changes related to the actions of state bodies, administrative decisions and court rulings;

- b) changes in the Licensor's business strategy;
 - c) changes in the amount of the Licensor's costs incurred in connection with enabling the use of the Application, including the costs of servicing the Licensee (e.g. the amount of rent, salaries, costs of service providers, energy, information systems).
16. Licensor shall notify Licensee of the change in the Price List at least 1 month in advance by sending the Licensee a notification via e-mail to the e-mail address associated with the Account. Licensee, if he/she does not accept the price change, is entitled to cancel the subscription, as specified in the email notification. The cancellation of the subscription is effective at the end of the current Billing Period.
17. If the subscription is not canceled after the price change takes effect and before the start of the new Billing Period, the subscription will be renewed with the price of the Paid Package in effect at the time of renewal. If the Licensee selects Cyclical Payment, the Licensee authorizes the Licensor to charge the Payment Card with the new price amount.
18. Changing the Billing Period from a Monthly Subscription Model to an Annual Subscription Model, or vice versa, requires contacting the Licensor by e-mail at: contact@cyrima.com or via the contact form within a feature of the Application. Making a change to the Package can be done by the Licensee within a feature of the Application.
19. VAT invoices issued by the Licensor for the Licensee's use of the Application in Paid Packages are available for download within a feature of the Application. Licensee agrees to use electronic invoices.

V. TECHNICAL REQUIREMENTS RELATED TO THE USE OF THE APPLICATION

1. Use of the Application requires Licensee to meet the following minimum technical requirements:
 - a) having an end device in the form of (e.g., laptop, tablet) with access to the Internet;
 - b) having access to Atlassian's cloud application called "Jira";
 - c) installing Microsoft Windows, Apple macOS on the end device;
 - d) Chrome, Brave, Mozilla Firefox, Opera or Microsoft Edge web browsers in the latest version;
 - e) Plug-in applications enabled, "Cookies" enabled,
 - f) An active and up-to-date plug-in to support JavaScript.
2. For proper and safe use of the Application, it is recommended to have up-to-date antivirus software.
3. If you close your browser while using the Application, data entered into the Application may be deleted. It is recommended that you use your browser settings affecting the maintenance or cancellation of a particular session.
4. Data sent through the Application is protected by using an encrypted connection using an SSL certificate.
5. The obligation to meet the technical conditions indicated above rests with the Licensee, who shall bear all related costs. Licensor shall not be responsible for any impediments to the use of the Application resulting from the malfunction of the Licensee's equipment or the Licensee's failure to meet the technical requirements described above.

VI. NOTICES

1. All notices addressed to:
 - a) Licensor - will be directed to the e-mail address: contact@cyrima.com.
 - b) Licensee - will be directed to the Licensee's e-mail address assigned to the Account.
2. Neither Party shall be responsible for the consequences of the malfunction of the other Party's mail server or email inbox.
3. Any statement or summons made in connection with the execution of the Agreement, addressed to:

- a) an e-mail address - shall be considered effectively delivered at the time when it was entered into the electronic means of communication in such a way that the Party who is the addressee of such information could familiarize oneself with their content;
- b) a mailing address - shall be considered effectively delivered when the addressee receives the correspondence; if the correspondence is notified, it shall be considered effectively delivered 14 days after the correspondence is first notified.

VII. SLA GUARANTEE FOR PAID PACKAGES

1. Licensor does not provide any guarantee of availability (SLA) of the Application in the Free Package. Licensee acknowledges and agrees that the Application in the Free Package is made available by Licensor in the state in which the Application in the Free Package currently is, with no guarantee of availability. Licensor shall not be responsible for the lack of availability of the Application in the Free Package, in particular, for the occurrence of interruptions in access to the Application in the Free Package, the Licensee's Database resources, as well as the permanent loss of the ability to use them. The following provisions (paragraphs 2-8 of this Section VII) with respect to the SLA guarantee apply only to the Paid Packages.
2. Licensor agrees to ensure the availability of the Application in Paid Packages 24 hours a day, seven days a week at the following level:
 - a) 99% on Business Days from 07:00 a.m. to 07:00 p.m. according to the applicable Polish time zone on a one calendar month basis;
 - b) 90% during the remaining time on a calendar month basis.
3. By availability of the Application, the Parties mean the state in which all features of the Application can be fully used for their intended purpose and meet all other requirements referred to in the Agreement, excluding malfunctions of the Application due to Force Majeure, for as long as such Force Majeure exists or malfunctions attributable to Licensee, for as long as such malfunctions exist.
4. The availability of the Application is monitored on an ongoing basis by Licensor, using professional software commonly used for such purposes.
5. Licensee shall immediately notify Licensor of any decrease or loss of availability of the Application.
6. Licensor agrees to perform scheduled maintenance work that may result in an interruption of the Application's availability on days other than Business Days. If it is necessary to interrupt the availability of the Application due to maintenance work that cannot be performed outside of Business Days, Licensor agrees to notify Licensee 3 days in advance of such interruption. Interruptions due to maintenance work of which the Licensor has informed the Licensee with the required advance notice or on days other than Business Days shall not be considered as unavailability of the Application.
7. Reports of malfunctions are accepted by e-mail at: contact@cyrima.com or via the contact form within a feature of the Application. Licensor's technical service is available on Business Days during Business Hours. Notifications of malfunctions should include a description of the malfunction, as detailed as possible, in particular:
 - a) data on the applicant (name, e-mail address),
 - b) a description of irregularities,
 - c) a description of the User's actions that preceded the occurrence of irregularities,
 - d) a screenshot (PrintScreen) of the error message, if available, or its contents.

VIII. PROVISION OF ADDITIONAL SUPPORT SERVICES AND ATlassian SUPPORT END OF LIFE POLICY

1. Licensor, as a separate paid service, may provide online technical support to Licensee with respect to the Application, provided that the License has not expired. The terms and conditions of the additional technical support service, except for the support services referred to in paragraph 3 below, shall be set forth in a separate agreement. For the avoidance of doubt, the License for the

Application, regardless of the Package, does not include within its scope the technical support services referred to in paragraph 2 below and does not obligate Licensor to provide such services. The rules for the provision of additional technical support services indicated in paragraph 2 below constitute only preliminary information as to the scope of available support services. Licensee, in order to obtain an individual offer for the provision of additional support services with respect to the Application, should contact Licensor by electronic mail (e-mail) at: contact@cyrima.com or via the contact form within the feature of the Application.

2. Support services for the Application, provided by Licensor under a separate agreement, may include, but are not limited to:
 - a) assistance with the configuration of the Application;
 - b) individual training on the use of the Application;
 - c) call centre support;
 - d) resolving problems unrelated to the Application.
3. The Application support services provided by Licensor under the Application License under the Paid Package include:
 - a) troubleshooting to make the Application work properly;
 - b) answering questions about the features of the Application and sales inquiries;
 - c) assistance with Application updates.
4. The Application support services referred to in paragraph 3 above shall be provided by the Licensor to the extent possible, subject to the support team's availability.
5. The support team is available on Business Days during Business Hours. Contact channels supported by Licensor include: 1) e-mail at contact@cyrima.com or 2) submissions via the contact form available within a feature of the Application.
6. Only unexpired Licenses for the Application and only the latest version of the Application available on the Atlassian Marketplace are subject to the support service.
7. The version of the Applications used by Licensee must be compatible with the version of Atlassian's "parent" product under the name "Jira".
8. Licensor adheres to the "Atlassian Support End of Life Policy". This means that the Application will be supported by all versions of the "Jira" product that have been released within the last two years. Earlier versions have reached "End of Life" and are unsupported.

IX. GENERAL LIABILITY OF THE PARTIES

1. Parties undertake to exercise due diligence in the performance of the Agreement.
2. Licensor does not provide Licensee with any warranty other than the SLA warranty for the Application under the Paid Packages as set forth in Section VII of the T&Cs, in particular, Licensor does not guarantee that the Application will meet Licensee's specific requirements - the Application is released 'as is' (depending on the Package) and meets the features described in the Documentation. It is the Licensee's responsibility to verify these features.
3. Licensor does not guarantee that the operation of the Application will be completely uninterrupted and error-free.
4. Licensor assumes no responsibility for Licensee's compliance with its legal obligations imposed by applicable laws, regulations and standards of conduct. Licensor shall not be liable in any way for Licensee's decisions and the consequences of such decisions, which were made using the results of analyses made using the Application. Licensor also assumes no responsibility for any actions of Licensee taken as a result of analyses made using the Application.
5. Neither Party shall be liable for non-performance or improper performance of the Agreement to the extent that such non-performance or improper performance of the Agreement is caused by circumstances of Force Majeure, but in the event of Force Majeure, the Parties shall jointly determine the rules of conduct and take the necessary steps to eliminate its impact on the performance of the Agreement as soon as possible.

6. A Party shall be liable for the acts or omissions of its employees or associates, or other persons engaged by a Party to perform the Agreement, as for its own acts or omissions. In particular, the Licensee shall be liable to the Licensor for the acts and omissions of the Users.
7. Licensor is not responsible for, and does not guarantee or warrant the proper operation, physical defects or legal defects of the Licensee's infrastructure or third parties providing services necessary for the proper operation of the Licensee's infrastructure, including the operation of Atlassian products. Non-availability of services for the above reason does not relieve Licensee from the obligation to pay the remuneration.
8. Changing the names and designations of the tools subject to the License, including the Application, as well as the systems, software, content included in the Application, shall not affect the scope and content of the Parties' obligations, in particular the Licensee's obligations related to compliance with the terms of the granted License.
9. Licensor will regularly and at its discretion adapt the Application to technological developments and market needs. This may entail changes to the content of the Application such as new or changed features and adaptations to new technologies. However, these changes will not lead to significant limitations of the feature listed in the Documentation for the average User.
10. Subject to mandatory provisions of law, the Parties agree that:
 - a) Licensor shall not be liable under warranty for physical defects of the Application and individual results of Users' work in the Application performed in connection with the Agreement,
 - b) Licensor shall not be liable for any lost profits on the part of the Licensee,
 - c) Licensor shall not be liable for the acts or omissions of Distributors, including for failure to perform or improper performance of services provided to the Licensee by Distributors.
11. Licensor is not responsible for any damage caused by:
 - a) unavailability of the Application to Licensee through no fault of Licensor, including, in particular, as a result of the unavailability of Atlassian products,
 - b) circumstances on the part of Third Parties or the Licensee, in particular the Licensee's violation of the Agreement,
 - c) operation of software installed by Licensee that is not Licensor's software,
 - d) operation of computer viruses or malicious acts of Third Parties or loss of data by Licensee,
 - e) data processing, directly or indirectly, using the Application,
 - f) non-performance or improper performance of services provided by Distributors to the Licensee.
12. The total limit of Licensor's liability (contractual, tort) on any basis in connection with the non-performance or improper performance of any obligations under the Agreement shall be, at any given time, an amount equal to the sum of the fees actually paid by Licensee under a particular Order during the 3 months preceding the event, the occurrence of which was the basis for Licensee's liability claim against Licensor.

X. PERSONAL DATA PROTECTION

1. Licensor is the controller of the following personal data within the meaning of the GDPR:
 - a) given for the purpose of concluding the Agreement by the person who concludes the Agreement on behalf of Licensee;
 - b) persons designated by Licensee for the performance of the Agreement, including Users.
2. Licensor shall process Personal Data in the manner set forth in the Privacy Policy. Where and to the extent that Licensor processes Personal Data of Users in its capacity as a data controller within the meaning of the GDPR, the Licensor shall do so in accordance with the Privacy Policy and undertakes to comply with all applicable data protection laws applicable to Licensor as a data controller within the meaning of the GDPR.

3. Fulfillment of the information obligation referred to in Articles 13(1) and 13(2) of the GDPR with respect to the persons referred to in paragraph 1 a) above shall be carried out by making the Privacy Policy available to these persons.
4. Licensee agrees to provide the contents of the Privacy Policy on behalf of the Licensor to the Users using the Application on behalf of the Licensee.
5. Licensee acknowledges that the Application is not used to input personal data into the Application resources, and therefore Users are prohibited from providing Personal data to the Application. The Licensee agrees to inform the Users acting on behalf of the Licensee of the prohibition to provide Personal data of to the Application.
6. Due to paragraph 5 above, during the performance of the Agreement entrustment of processing of Personal data by Licensee to Licensor does not occur. Thus, there are no prerequisites for the Parties to conclude an agreement on entrustment of Personal data processing.
7. In the event that the User inputs Personal data into the resources of the Application in contravention of the prohibition referred to in paragraph 5 above, such data shall be deemed to have been made available to Licensor as an independent administrator. Licensor undertakes not to process such data for purposes other than providing services to the Licensee. In such a situation, Licensor shall not take any action to maintain, acquire or process additional information in order to identify the data subject, in accordance with Article 11(1) of the GDPR.
8. Licensee represents and warrants that in the performance of the Agreement Licensee:
 - a) will comply with regulations on the protection of Personal data;
 - b) is authorized, in accordance with the Data Protection laws, to release any Personal data that it provides to Licensor in connection with the use of the Application;
 - c) if necessary and taking into account data protection requirements, will determine and confirm the existence of legal basis, if applicable obtain all consents and authorizations from data subjects, and provide such data subjects with all information and notices necessary to ensure that:
 - i. Licensee may have made this data available to the Licensor;
 - ii. Licensor will be allowed to process this personal data for the purposes specified in the Privacy Policy;
 - iii. Licensor will be able to share personal data with the recipients specified in the Privacy Policy.

XI. CONFIDENTIALITY

1. Each Party agrees to maintain in absolute secrecy, not to transmit or disclose information in any form or use without the written consent of the other Party that has been communicated to it or of which it has become aware of the other Party in the course of negotiating the Agreement and in the performance of the Agreement, whether such information is specifically marked as confidential or not.
2. Confidential information includes all commercial, financial, technical, technological and other materials and/or information, in particular program, organizational, personnel, statistical, employee information concerning the Party, including products and services offered by the Party, as well as information about entities cooperating with or affiliated with the Party, disclosed to the Party in the course of negotiating the Agreement or in the performance of the Agreement by the other Party, in any form (oral, written, electronic or any other way), recorded in any form (including but not limited to presentations, drawings, films, documents, in electronic form) ("**Confidential Information**").
3. Information that constitutes a business secret of a Party within the meaning of the provisions of the Act on Combating Unfair Competition shall be Confidential Information.
4. If, in connection with the performance of the Agreement, it becomes necessary for one Party to make available to the other any database of Personal data or information constituting a Party's

business secret or that of the entity for which the Party performs activities, the information from such database shall be treated as Confidential Information.

5. The following are not Confidential Information:
 - a) commonly known information;
 - b) information made public by the Party to which it relates;
 - c) information that the Party had in its possession legally and without violating any legal relationship before entering into negotiations with the other Party.
6. The following does not constitute a violation of the provisions on the confidentiality obligations:
 - a) transfer and disclosure of Confidential Information to the Party's audit or legal or accounting service providers to the extent necessary for them to perform their services, and to the Party's employees and associates participating in the performance of the Agreement to the extent necessary for its proper execution, provided that such entities are obligated to maintain confidentiality. Disclosure of Confidential Information by a person referred to above shall be treated as disclosure by the Party,
 - b) transfer and disclosure of Confidential Information, the obligation to disclose which arises from the provisions of law, a court ruling or a decision of another authorized body, within the scope and limits set forth in such provisions, ruling or decision, with the disclosing Party being obligated to promptly notify the other Party of such disclosure,
 - c) transfer and disclosure of Confidential Information to authorized public administration bodies established to supervise the activities carried out by the Party, in the event of a request by such bodies for the transfer of such Confidential Information. In such situation, a Party shall be obligated to disclose only the Confidential Information necessary to satisfy the request of the authorized body and to promptly notify the other Party of receipt of such request.
7. All materials containing Confidential Information transferred to the other Party, including, but not limited to, magnetic, optical or electronic media, documents, manuals, specifications, operating diagrams, program lists and data printouts ("**Materials**") are and shall remain the property of the transferring Party and may not be copied in whole or in part without the express, prior and written consent of such Party. All copies of the Materials are the property of this Party.
8. In the event that a Party receives from the other Party any materials containing Confidential Information, the receiving Party shall be obligated to return them or destroy them whenever requested by the Party providing them, provided that the information is no longer needed by the other Party for the performance of the Agreement or for the fulfillment of other obligations imposed on it by generally applicable provisions of law.
9. The creation of copies of Materials containing Confidential Information shall be permitted only in such size and quantity as shall be justified by the performance of the subject matter of the Agreement or the purpose indicated by the Party providing them. The provisions of paragraph 8 above apply accordingly.
10. The Parties will take all reasonable and feasible measures to ensure the security of Confidential Information, in particular, the Parties undertake to:
 - a) not to use Confidential Information to the detriment of the other Party, in particular, by providing Confidential Information to an entity engaged in competitive activities with the other Party;
 - b) exercise due diligence in receiving and storing Confidential Information;
 - c) use Confidential Information only for the purpose of performance the Agreement.
11. The Parties undertake to keep Confidential Information confidential during the term of the Agreement, as well as after its termination for a period of 5 years from the date of termination or expiration of the Agreement for any reason, unless a longer period of protection is provided for under applicable laws. The Parties agree that the termination or expiration of the Agreement, in

particular as a result of termination of the Agreement by either Party, shall not affect the continuance of the above obligation.

12. If there is any doubt as to the loss of confidentiality of the information provided, the Party shall make a relevant inquiry to the other Party by email, whereby failure to respond within 7 days from the date of delivery of the inquiry shall mean that the information in question has not lost its confidentiality.

XII. COMPETITION CLAUSES

1. During the term of the Agreement, the Parties shall not:
 - a) use the information obtained from the other Party for its own purposes that are not related to the performance of the Agreement,
 - b) conduct activities contrary to the law or good morals, if they threaten or damage the interests of the other Party or its contractor,
 - c) solicit members of the authorities of the other Party, its employees, subcontractors and collaborators (and persons performing duties under civil law contracts) to violate company secrets,
 - d) solicit members of the authorities of the other Party, its employees, subcontractors and associates (and persons performing duties under civil law contracts) to terminate or not perform the Agreement, with the aim of benefiting the breaching Party or Third Parties or harming the other Party,
 - e) dishonestly praise the products or services they provide,
 - f) knowingly impede the other Party's access to the market,
 - g) disseminate news, information about the other Party that is untrue or misleading, in particular concerning (i) persons in charge of the other Party's enterprise, (ii) products manufactured or services provided, (iii) prices charged, and (iv) economic or legal situation, use: (a) undeserving or inaccurate titles, degrees or information on the qualifications of employees, members of its bodies, (b) false attestations, (c) unreliable test results, and (d) unreliable information on distinctions or designations of products or services.
2. In the event of a violation of paragraph 1 by either Party, the other Party shall be entitled to claim damages on general terms.

XIII. FINAL PROVISIONS

1. By entering into the Agreement, Licensee declares that it has read the T&Cs, fully accepts its contents, and acknowledges that the T&Cs are an integral part of the Agreement.
2. **Assignment.** Licensee may not assign or delegate its rights and obligations under the Agreement to a Third Party. Licensor may freely assign, transfer and delegate its rights and obligations under the Agreement to any Third Party.
3. **Amendment of T&Cs.** Licensor may amend the T&Cs at its sole discretion by providing Atlassian with the new content of the T&Cs for posting on the Atlassian Marketplace. Licensee may be required to click to agree to the modified T&Cs in order to continue using the Application, and in any event, continued use of the Application after the effective date of the amendment constitutes acceptance of the modified terms. In the case of a new Order, the version of the T&Cs current at the time of such Order will apply. Licensee will be notified of the proposed amendment of the T&Cs at least 1 month in advance via email to the email address associated with the Account. In the event that an amendment to the T&Cs increases Licensee's obligations or decreases Licensee's rights, Licensee shall be entitled to terminate the Agreement as of the effective date of the proposed amendment to the T&Cs. If the Licensee fails to terminate the Agreement in the manner specified in the e-mail notification with the proposed amendment to the T&Cs, or otherwise with at least documentary form under pain of nullity, at least 15 days prior to the effective date of the proposed amendment, the amendment shall become effective on the date specified by Licensor.

4. **Updates.** In connection with the continued development and enhancement of the features of the Application, Licensor reserves the right to make changes to the Documentation. Changes to the Documentation will not impair the performance of the Application, but will be intended to improve the Application or more accurately describe the available features of the Application.
5. **Interpretation and severance.** The headings used in the T&Cs are for clarity of text only and will not be used as a basis for interpretation of the provisions of the T&Cs, and terms such as "including" are to be interpreted without limitation. The invalidity of any provision of the T&Cs does not invalidate the entire T&Cs and does not affect the effectiveness of its remaining provisions. Instead of invalid or ineffective provisions or as a gap-filler, an appropriate provision shall apply, which, if legally permissible, shall correspond as closely as possible to what the Parties originally agreed or what they would have agreed if they had included such a provision. Failure by Licensor to enforce any provision of the T&Cs does not constitute a waiver of Licensor's right to subsequently enforce such provision.
6. **Governing law and jurisdiction.** The law applicable for obligations stated in the Agreement is Polish law. The Parties undertake to use their best efforts to resolve any disputes that may arise from the Agreement amicably. If the dispute is not resolved amicably within 1 (one) month - any disputes that may arise from the Agreement will be resolved in accordance with Polish jurisdiction by the court having jurisdiction over the Licensor's registered office.
7. **Entire Agreement.** The T&Cs, as well as the individual Purchase Orders and other documents indicated in the Agreement by reference, created by Licensor, constitute the complete agreement between Licensor and Licensee with respect to the Application License.
8. **Right of Audit.** Licensor, in order to improve the services provided and to safeguard against infringement of intellectual property rights and abuse in the process of providing support services, is authorized to audit the manner and extent of the Users' use of the Application. This audit may be carried out using monitoring of Users' activity by analyzing anonymized metadata regarding Users' use of the Application. At the same time, Licensor informs that the results of the monitoring referred to in the preceding sentence will not be used in any way for profiling purposes that would have any consequences for the Users. In the event that the audit conducted reveals the existence of violations in the use of the Application, the relevant provisions of the T&Cs regarding the consequences of violating the license terms shall apply. Notwithstanding the foregoing, Licensor shall be entitled to assert claims of copyright infringement of the Application.
9. **Communication.** Communication between the Parties shall be conducted solely in Polish or English.

Effective date of the current T&Cs:

History of changes to T&Cs