

## TERMS OF LICENCE

### I. DEFINITIONS

The terms used in these Terms of Service shall have the following meaning:

<b>SALES APP</b>	software – a mobile <i>point of sale</i> for retail, service or catering premises the SALES APP also includes all other related modules provided to the LICENSEE with the same ACTIVATION CODE plus any printed supporting materials and all electronic documents, including on-line, concerning or related to the SALES APP and available modules
<b>SALES APP with mPOS</b>	the SALES APP integrated to card payment option; the SALES APP with mPOS contains an additional payment app and requires purchase of additional device called <b>PIN-Pad</b>
<b>PRICE LIST</b>	a price list of PACKAGES, includes their description the PRICE LIST current at the day of the AGREEMENT constitutes an integral part of the AGREEMENT and is available in the PANEL
<b>ACTIVATION CODE</b>	a code, consisting of a login and a password, necessary to run the SALES APP; the ACTIVATION CODE is passed to the LICENSEE after the LICENCE AGREEMENT is concluded
<b>LICENSE or LICENCE AGREEMENT or AGREEMENT</b>	a non-exclusive licence agreement on which the LICENSOR grants the SALES APP licence to the LICENSEE; the AGREEMENT is concluded on the terms specified in the TERMS OF LICENCE the TERMS OF LICENCE constitutes an integral part of the AGREEMENT, what the LICENSEE accepts and confirms by submitting the ORDER
<b>LICENSEE</b>	entrepreneur (regardless of the form of business) leading at least one retail, service or catering premise
<b>LICENSOR</b>	POSbistro Sp. z o. o. with its seat in Krakow, address: Na Zjeździe Street No 11, 30-527 Krakow, entered into the register of entrepreneurs maintained by the District Court for Krakow-Śródmieście in Krakow XI Commercial Department of the National Court Register under National Court Register Number 0000419866, REGON 122593014, NIP 679-30-82-992 (also called the <b>MANUFACTURER</b> ) or other entity which concludes the LICENCE AGREEMENT as a sub-licensor, that is based on authorisation and a licence granted by the MANUFACTURER (also called the <b>DISTRIBUTOR</b> ) the LICENSOR is indicated in the ORDER
<b>LICENCE FEE</b>	a licence fee due to the AGREEMENT payable according to rules as provided in the TERMS OF LICENCE and the ORDER
<b>PACKAGE</b>	version of the SALES APP description of available PACKAGES is included in the PRICE LIST
<b>PANEL</b>	an administrative panel available through a web-browser, allowing access to statistics and stock status or menu management
<b>TERMS OF LICENCE</b>	this terms of licence, determining the rights and obligations of the parties of the AGREEMENT
<b>DEVICE</b>	a tablet or other device running ANDROID 4.1 or its higher version
<b>ORDER</b>	a scan of a specimen order forming appendix hereto, correctly completed and signed by persons authorised to represent the LICENSEE, containing at least

details of the LICENSEE and information on selected PACKAGE; placing the ORDER shall be deemed as conclusion of the LICENCE AGREEMENT

## **II. GENERAL RULES**

1. The TERMS OF LICENCE sets forth the principles on which the LICENSOR grants the SALES APP LICENCE to the LICENSEE.
2. The SALES APP LICENCE is non-exclusive and entitles to use the SALES APP on the territory of Poland.
3. The LICENSEE shall use the SALES APP in accordance with the TERMS OF LICENCE. Any action contrary to the TERMS OF LICENCE is prohibited and the LICENCE shall become automatically expired. The LICENSOR is entitled to vindicate its further claims.
4. Under the LICENCE AGREEMENT the LICENSEE is entitled to use the SALES APP only for its retail, service or catering premises.
5. The LICENSEE acknowledges and accepts that the SALES APP is protected, in particular, by the Law of the 4<sup>th</sup> of February 1994 on copyright and related rights, published in the Journal of Laws No 2006.90.631 as amended.
6. The LICENSOR does not consent to use of the SALES APP without the LICENCE, other than allowed by the LICENCE or after LICENCE expiration. In particular, any reverse engineering, decompilation or disassembling of the SALES APP carried out by the LICENSEE or any other person is forbidden, as long as nothing else arises from the provisions of applicable law. In the case of such illegal activities the LICENSOR shall pursue any claims under the law.
7. The LICENSEE shall not be entitled to grant any SALES APP sub-licence or enable any third party the access to the SALES APP, on any basis and in any way.

## **III. GRANT OF THE LICENCE/ CONCLUSION OF THE LICENCE AGREEMENT**

1. The LICENCE is granted and the AGREEMENT is concluded when the ODER is placed.
2. The ORDER is placed on a form that contains the LICENSEE data and the chosen PACKAGE. The PRICE LIST current at the day of the conclusion of the AGREEMENT constitutes an integral part of the AGREEMENT.
3. If the LICENSEE runs a network of retail, service or catering premises (franchise or alike), all such premises may be granted the LICENCE to use the SALES APP. The ORDER shall contain the list of premises and the PACKAGES chosen for each premise. The LICENSEE remains the party of the AGREEMENT for all premises and is obliged to pay the LICENCE FEE. Financial settlements within the network are within the competence of LICENSEE.
- 3'. If the LICENSEE is a member of a network of retail, service or catering premises (franchise or alike), the LICENSEE may authorize and oblige the LICENSOR to grant access to the PANEL to an entity who runs a network of retail, service or catering premises (franchise or alike) (the Franchisor). In that case the Franchisor will have access to sales data and will be able to determine menu, including prices and menu items. For this purpose, the LICENSEE shall fill in a part of the ORDER marked "Franchisor" and then it shall be deemed the LICENSOR is authorized and obliged to grant access to the PANEL to the Franchisor (with consequences described in previous sentences). The LICENSOR grants access to the PANEL to the Franchisor by sending to the Franchisor a special login and password. Rights and obligations in relation between the LICENSEE and the Franchisor are determined by an agreement existing between these parties and between the LICENSOR and the Franchisor does not arise any legal relationship (unless the LICENSOR and the Franchisor conclude a separate agreement, eg. regarding other premises than the LICENSEE's one).
4. The ORDER is placed upon sending the scanned, correctly completed (with the list of premises mentioned in III.3 above) and signed by persons authorised to represent the LICENSEE form on e-mail address of the LICENSOR: [order@posbistro.com](mailto:order@posbistro.com). Sending the above mentioned form shall be deemed

as a conclusion of the AGREEMENT on the terms specified in the TERMS OF LICENCE and acceptance of the TERMS OF LICENCE.

5. The ORDER form, the TERMS OF LICENCE and the PRICE LIST are available on the website of the MANUFACTURER: posbistro.com and in the PANEL after the conclusion of the AGREEMENT. The PANEL includes also the list of premises mentioned in III.3. above.

#### **IV. LICENCE – SCOPER AND DURATION**

1. The LICENSEE shall gain an access to the SALES APP after the payment of the LICENCE FEE.
2. The PACKAGE indicates the amount of devices on which the SALES APP may be used and the scope of the optional services provided by the LICENSOR.
3. The LICENCE entitles to store in SALES APP unlimited amount of products of the LICENSEE and to run unlimited amount of transactions and to offer a service for unlimited amount of customers.
4. Free upgrade of the SALES APP is within the scope of the LICENCE.
5. The LICENCE is granted for 1 (one) month, from the day of the activation of the SALES APP on the first mobile device of the LICENSEE.
6. The LICENCE shall be automatically extended for the period of the following month upon the first transaction on the SALES APP in the following month.

#### **V. LICENCE – INDIVIDUAL ARRANGEMENTS OF THE PARTIES**

1. In case of the payment of the LICENCE FEE in advance for the period of more than one month, the LICENCE shall be granted for the appropriate period of time.
2. The LICENSOR and the LICENSEE may conclude the AGREEMENT for a specified period of time longer than one month. Unless, such AGREEMENT is not terminated by either party no later than one month prior to its expiry date, it shall be automatically become the AGREEMENT for the period of 1 (one) month, according to IV.5. The provision IV.6. shall apply.
3. If the AGREEMENT is concluded for a period of time longer than one month, the AGREEMENT may be terminated by any of the parties in writing upon a two-month's notice, provided that:
  - a. the LICENSOR may terminate the AGREEMENT without stating any reasons; the LICENSOR is obliged to refund the LICENSEE part of the LICENCE FEE paid in advance, appropriate to the effective period of the AGREEMENT,
  - b. the LICENSEE may terminate the AGREEMENT only because of the cessation of conducting business activity; the LICENSOR is obliged to refund the LICENSEE part of the LICENCE FEE paid in advance, appropriate to the effective period of the AGREEMENT, provided that in case the LICENSEE was granted a discount, the basis for the settlement is the LICENCE FEE according to the PRICE LIST current at the day of the conclusion of the AGREEMENT (not the LICENCE FEE after a discount),
  - c. in other cases than mentioned in let. a and b above, the LICENSEE is obliged to pay the LICENCE FEE throughout the entire term of the AGREEMENT. In case the LICENCE FEE was paid in advance, the LICENSOR shall not be obliged to refund any part of the LICENCE FEE paid in advance,
  - d. the provisions of this point shall not apply to the AGREEMENT referred to in points IV.5. and IV 6 and V.2 after the expiration of the original period of time.

#### **VI. ACCESS TO THE SALES APP / HARDWARE REQUIREMENTS / UPGRADE OBLIGATION**

1. To use the SALES APP the DEVICE is required..
2. The use of the SALES APP requires the installation on the DEVICE the part of the software – application program available on Google Play or on website indicated by the LICENSOR. The SALES APP may be passed to the LICENSEE by electronic means in the form of installation file.

3. The use of the SALES APP requires the ACTIVATION CODE.
4. The activation of the SALES APP using the ACTIVATION CODE and each login requires an active Internet connection. After login most functionalities are available off-line.
5. In the event of the LICENCE expiration due to any reasons (termination of the AGREEMENT etc.), the ACTIVATION CODE shall be deactivated and the LICENSEE shall be obliged to erase permanently, including e-mail, the installation file received from the LICENSOR or downloaded from Google Play or website indicated by the LICENSOR.
6. The LICENSEE shall be obliged to upgrade the SALES APP immediately upon the receipt of the information of upgrade availability and shall be obliged to use the SALES APP only in its most recent version. Otherwise the LICENSEE shall not be entitled to the guarantee granted by the LICENSOR according to provision XII.
7. The MANUFACTURER and the DISTRIBUTOR shall support only the recent and directly prior versions of the SALES APP. The MANUFACTURER and the DISTRIBUTOR shall not support out-dated versions of the SALES APP and shall not be responsible for malfunction of out-dated versions of the SALES APP, as well as shall not be liable for any damages resulting from the omission of the upgrade of the SALES APP by the LICENSEE.
8. The LICENSEE shall use the most recent versions of FIREFOX or CHROME web-browsers for proper function of the SALES APP. If the LICENSEE uses other than above mentioned web-browsers or not their most recent versions, the MANUFACTURER and the DISTRIBUTOR shall not guarantee the proper function of the SALES APP.

#### **VII. THE DEVICE AND OTHER DEVICES ADEQUATE FOR THE SALES APP**

1. The MANUFACTURER and the DISTRIBUTOR shall ensure the proper function of the SALES APP only on devices included in the list of recommended devices. The list of the recommended devices is available on the MANUFACTURER's website: [posbistro.com](http://posbistro.com).
2. The MANUFACTURER is not a distributor of the DEVICE, PIN-Pads and other devices adequate for the SALES APP, therefore shall not be liable for any malfunction of any of the aforementioned device.
3. If the DISTRIBUTOR is the distributor of the DEVICE, PIN-Pads and other devices adequate for the SALES APP, the LICENSEE is not obliged to purchase any of the aforementioned device from the DISTRIBUTOR.
4. The LICENSEE is not obliged to purchase any specified device, including the DEVICE from the list recommended by the LICENSOR/MANUFACTURER, while neither the MANUFACTURER nor the DISTRIBUTOR shall guarantee and be responsible for proper function of the SALES APP on the device not included in the list of recommended devices.
5. Only in exceptional circumstances and according to a separate agreement may the LICENSOR pass on to the LICENSEE its device to check whether the SALES APP is compatible with other devices and whether the SALES APP may function in the LICENSEE's premises or to adapt the SALES APP for the LICENSEE's devices.

#### **VIII. SALES APP WITH mPOS**

381748000. The use of the SALES APP with mPOS requires the conclusion of additional agreements, that is with the mPOS provider and indicated by the provider the settlement agent accepting and settling transactions, as well purchasing additional device – PIN-Pad.

381748001. The LICENSEE acknowledges and agrees that the SALES APP with the mPOS is composed of two separate applications: the SALES APP and the mPOS solution. Taking the foregoing into account, neither the MANUFACTURER nor the DISTRIBUTOR shall be responsible for proper function of the mPOS solution (mPOS application) or for the correctness of executed transactions. The aforementioned issues are regulated by the separate agreements mentioned in provision VIII.1.

#### **IX. LICENCE FEE**

1. Under the AGREEMENT the LICENSEE shall pay the LICENCE FEE.
2. The amount of the LICENCE FEE results from the chosen PACKAGE. Choice of the PACKAGE and other individual arrangements on the LICENCE FEE are indicated in the ORDER. In the ORDER shall be determined also the date which the LICENSEE may use the SALES APP and the LICENCE FEE is payable from (the date which the AGREEMENT is performed from).
3. The LICENCE FEE shall be payable in advance by bank transfer, no later than the 10th day of the month.
4. Information of the amount of the LICENCE FEE for the particular month and the bank account number to which the LICENCE FEE should be paid shall be available in the PANEL from the 5<sup>th</sup> day of the month. Additionally the LICENSEE shall receive a notification on these information by electronic mail.
5. The LICENSOR shall issue VAT invoice for the amount of the LICENCE FEE for the particular month after the LICENCE FEE is paid. The VAT invoice shall be available for download in the PANEL-“payments” or shall be sent to the LICENSEE by electronic mail indicated in the ORDER (a contact person in matters of accounting).
6. In case of lack of payment of the LICENCE FEE for the particular month reminders shall be projected both in the PANEL and the LICENSEE’s terminal. Additionally the LICENSEE shall receive notifications on overdue payment by electric mail or SMS and on the 28<sup>th</sup> day of the month the “pay-button” on the terminal shall be blocked (what means the LICENSEE is not able to use the SALES APP), and on the last day of the month an access to the SALES APP shall be completely blocked.
7. Even if the LICENSEE does not receive reminders, e-mails or SMS referred to in point. IX.6, it shall be still obliged to pay the LICENCE FEE for the particular month and the LICENSOR shall be still entitled to block the “pay-button” on the terminal or to complete block the SALES APP. Alike, even if the LICENSOR blocks the “pay-button” on the terminal or complete blocks the SALES APP, the LICENSEE shall be still obliged to pay overdue payment of the LICENCE FEE and in case of the AGREEMENT concluded for a specified period of time longer than one month the LICENSEE shall be still obliged to pay the LICENCE FEE for all months to the end of the AGREEMENT.
8. The LICENSEE may change the chosen PACKAGE any time effective from the next month of the AGREEMENT. In case of the AGREEMENT concluded for a specified period of time longer than one month the PACKAGE may be changed for the higher only.
9. Not more often than once a year and not later than by the end of November, effective from January – the next year, the LICENSOR shall be entitled to unilaterally modify the PRICE LIST, that is to increase the LICENCE FEE in some or all PACKAGES according to market situation.
10. The change referred to in point IX.9 shall bind the LICENSEE who concludes the AGREEMENT pursuant to the provisions of point IV. 5 and 6 and shall not bind the LICENSEE who concludes the AGREEMENT for a specified period of time longer than one month – for the period covered by the AGREEMENT (point V.1 I 2). The new LICENSOR shall be bound by the PRICE LIST as in force on the day of conclusion of the AGREEMENT.
11. The change referred to in point IX.9 shall be made by placing the PRICE LIST in a version after changes – in place of the previous PRICE LIST – on the LICENSOR’s website [posbistro.com/cennik](https://posbistro.com/cennik) and in the PANEL.

#### **X. INFORMATION ON DATA SECURITY**

1. Servers which the LICENSEE’s data is stored on are supported by the Amazon in so-called “cloud”. All information on the Amazon, its data security policy and forms of data security is available on the website at: <https://aws.amazon.com>. Due to the facts that the Amazon is a reputable entity and runs business professionally and the LICENSOR has no influence on the Amazon’s data security policy and data security in the Amazon’s cloud, the LICENSEE acknowledges and accepts that the LICENSOR shall bear no responsibility for the LICENSEE’s data security in the Amazon’s cloud.

2. The LICENSOR has applied the following security related to the use of the SALES APP:
  - a. Communication with the cloud by web-browser is done through a secure SSL connection. Servers are protected by firewall and the rights to them have authorised people only.
  - b. Terminal's communication with the cloud is done through a secure SSL connection. Local communication is done through an encrypted query. Additionally, each connection is authorized by tokens. The DEVICE may be disconnected with the cloud any time.
  - c. The local memory stores only 2000 last orders. Older orders are automatically being deleted.
  - d. Cashier's authorisation is necessary to make orders.
  - e. Login in to the system is done with an email and password. Passwords are encrypted by irreversible algorithm.
  - f. The whole system uses non-deterministic keys UUID.
  - g. The SALES APP passes code audits, both manuals and automatic.
  - h. The LICENSEE is able to limit or block access for users.
  - i. Backups are protected by encryption and stored as private files.
  - j. Data of each premise are separated from others by double security.
3. Securities and procedures referred to in point X.2 are modern, that is they correspond to the current state of knowledge and current standards in this respect. The LICENSEE acknowledges and accepts that according to the current state of knowledge there are no such securities that guarantee 100% safety of data and usage of software like the SALES APP. For these reasons, the LICENSEE is aware of risks associated with the use of the SALES APP.

#### **XI. PERSONAL DATA**

1. The LICENSOR processes the LICENSEE's personal data only to the extent required for the performance of the AGREEMENT and the LICENSEE consents to it by placing the ORDER.
2. While placing the ORDER the LICENSEE may agree to process its personal data for the purposes of receiving commercial information and marketing from the LICENSOR or the MANUFACTURER and also for receiving these information, trading offers and the LICENSOR's or the MANUFACTURER's newsletter by electronic mail.
3. The LICENSOR shall not be liable for data processed by the LICENSEE using the SALES APP, in particular the LICENSOR shall not be a personal data administrator in this area. If the LICENSEE processes the personal data using the SALES APP it is solely responsible in this respect and for fulfilment of obligations under the applicable law.

#### **XII. GUARANTEE/ LIABILITY FOR LOSSES**

1. The LICENSOR shall grant the LICENSEE a guarantee for proper operation of the SALES APP for the duration of the AGREEMENT. The use of the SALES APP according to the TERMS OF LICENCE is the guarantee condition.
2. In case that the LICENSEE finds any error or defect of the SALES APP it shall notify it to the LICENSOR immediately, but not later than within 3 days. In case of failure to meet this time limit the LICENSEE shall lose any guarantee claims.
3. Under the guarantee and according to the LICENSEE's choice, the LICENSOR shall correct a notified error or deliver the SALES APP in duly working version.
4. The guarantee does not include errors of the SALES APP that results from its incorrect use (including unintentional incorrect use) or any circumstances beyond control of the parties.
5. Due to the granted guarantee the parties exclude the LICENSOR's liability under the warranty for the SALES APP defects.

6. The Parties shall limit the LICENSOR's responsibility for any LICENSEE's damage (both losses and gains lost) resulting from the SALES APP's errors or defects up to the amount of the LICENCE FEE for the particular month.

### **XIII. FINAL PROVISIONS**

1. The LICENSEE is entitled to inform about using the SALES APP on its website.
2. Unless otherwise agreed by the parties the LICENSOR is entitled to inform about establishment of cooperation with the LICENSEE on its website.
3. In all matters and technical support, as well as in case of any doubts arising in connection with the AGREEMENT, the LICENSEE is entitled and obliged to request assistance and explanation from the LICENSOR.
4. The LICENSOR shall provide technical assistance in the area of operation and functionality of the SALES APP. If necessary the LICENSEE shall inquire at the following address: [pomoc@posbistro.com](mailto:pomoc@posbistro.com) or call +48 503 708 001 ext. 2 E-mail assistance is free of charge. Call assistance is paid in accordance with the PRICE LIST plus in accordance with rate of operator's fee.
5. The LICENSOR is entitled to unilaterally change the TERMS OF LICENCE. The change comes in to force by placing the TERMS OF LICENCE in changed version on the MANUFACTURER' s website [posbistro.com](http://posbistro.com) and is available in the PANEL. The TERMS OF LICENCE in version after the change (the AGREEMENT in changed version) shall bind the LICENSEE from the first day of the next month of the AGREEMENT, if the AGREEMENT is automatically extended by a one month period in accordance with point IV.6. If the AGREEMENT is concluded for specified time longer than one month period the change shall remain in force provided that the LICENSEE consent to it or without the LICENSEE's consent as of the date which the AGREEMENT converts into the AGREEMENT for one-month period (in accordance with point V.2 sentence 2).
6. Termination or dissolution of the AGREEMENT must be made in writing, otherwise being null and void.
7. For purposes of communication of parties in all matters arising from the AGREEMENT the ORDER shall indicate a contact person for technical matters (name, email address and phone number), a contact person in matters of accounting (name, email address and phone number) and a person or persons (name, email address and phone number) authorised to make binding decisions on the AGREEMENT.
8. In case of change any data contained in the ORDER, the LICENSEE shall be obliged to notify the LICENSOR of this fact immediately.
9. The Polish law shall be the law governing the AGREEMENT and the TERMS OF LICENCE.
10. This English-language version of the TERMS OF LICENCE is a translation of a document written in Polish. In case of discrepancies between language versions, the Polish version of the TERMS OF LICENCE and of the AGREEMENT shall prevail.
11. Any disputes arising from or in connection with the AGREEMENT shall be resolved by mutual agreement between parties. If no agreement is reached the disputes shall be resolved by a court with jurisdiction over the LICENSOR's seat.