END-USER LICENSE AGREEMENT (EULA)

Please read this End-user License Agreement ("EULA") thoroughly before downloading, installing, accessing or using the Software. Acquisition, installation, access or use of the Software means acceptance of the terms and conditions of the EULA. Individuals who do not accept the provisions of the EULA should refrain from downloading, installing, accessing and using the Software.

This EULA has been concluded between SECO/WARWICK S.A. seated in Świebodzin, ul. Sobieskiego 8, registered in the National Court Register kept by the District Court in Zielona Góra, 8th Commercial Division of the national Court Register under KRS no. 0000271014 ("Seco/Warwick", "Licensor") and the end-user ("User"), and lays down rules for using the software provided by Seco/Warwick ("Software"). If the User does not consent to and does not wish to be bound by any term of this EULA, they should refrain from downloading, installing, accessing and using the Software.

§ 1
Subject of the Agreement

1. This EULA sets out the terms and conditions under which the Software User [who has acquired and lawfully holds the Software under a separate agreement] is entitled to use it.
2. The Software is used to monitor heat treatment furnaces manufactured by Seco/Warwick in order to detect faults and malfunctions. The Software is cloud-based and can be accessed in a mobile version. The Software collects data from intelligent sensors and devices and saves them in the Licensor's cloud. The Software analyses the collected information and, on the basis of advanced algorithms, monitors the condition of the User's device on an ongoing basis and manages the device's lifecycle, optimising its use.
The Software is responsible for assisting the end-user in decision-making, creating formulations and processes, planning and management of production, equipment downtime (CAE, CAP).
The Software is responsible for the automated control of the production line according to an established plan, as well as for reporting the results of the processes and the condition of the devices.
The Software is responsible for data backup.
3. The User receives a number of copies of the Software and the right to install it on computer stations/mobile devices for users authorised to use the devices, in the numbers specified in a separate agreement.
4. This EULA does not cover the provision of technological or technical support by the Licensor. The performance of such services may be covered by a separate agreement.

§ 2
Granting of the Licence

1. The Licensor grants the User a non-exclusive, non-transferable, non-assignable licence to download, install and use the Software strictly in accordance with the terms of this Agreement.
2. The Licensee may exercise their rights only in person or through their employees who become acquainted with, accept and agree to comply with the terms of this Agreement.
3. The User shall be entitled to use the Software only in accordance with its intended purpose described in § 1(2) and in accordance with the manner of use indicated in the

documentation attached to the copy of the Software or available at www.secowarwick.com.

4. The Licensor grants a license for the User to install copies of the Software only on compatible devices lawfully under their control and exclusively for their own use.

5. Any rights not expressly granted to the User under the EULA shall be deemed not to have been granted.

6. The Licence does not territorially limit the User's access to the Software.

7. The Licence does not include the right to obtain and use the source code of the Software.

8. The User shall not be entitled to:
   a) sell, sublicense, distribute, copy, make available to third parties, market or use the Software or its components for commercial purposes other than those provided for in this EULA by any medium,
   b) adapt, modify, reproduce, alter or create derivative works from the Software,
   c) remove, alter or circumvent copyrights, trademarks or information on the origin of the Software or its authors,
   d) decompile or reverse engineer the Software and obtain its source code.

   The above prohibitions apply both directly to the User, their individual employees and companies acting on the User's instructions, as well as to entities in any way related to or controlled by them or their employees.

9. The User shall indemnify the Licensor in the event of third party claims arising from the use of the Software by the User contrary to the terms and conditions of this EULA.

§ 3
Use of the Software on mobile devices

1. The User may use the Software on mobile devices such as smartphones and tablets.

2. Connection costs shall be borne solely by the User.

3. The User acknowledges that the quality of the Software, response time or availability of certain functions may depend on the parameters of the mobile device and communication network used. SECO/Warwick is under no circumstances responsible for reduced User's comfort.

4. The User acknowledges that it may not be possible to use the Software on certain types of mobile devices or through certain network service providers and operators.

5. . The Software functions as a cloud software

§ 4
Rules for the use of the Software

1. The Software can function as cloud software – Seco/Warwick installs the Software on the furnace, and the Software collects the data and transmits it to the cloud.

2. The User has the possibility to log into their account where, if they have a subscription, they can browse the data generated from their devices equipped with the Seco/Predictive software module responsible for data collection.

3. The User may not:
   a) violate the obligation of confidentiality, intellectual property rights or personal interests of the Licensor (in particular, piracy or distribution of illegal software is prohibited);
   b) modify, interfere with or hinder the functioning of the Software, or hinder the availability of the Software to other users;
   c) send viruses or similar destructive elements or damaged data, or participate in any way in attacks on the Licensor's or its partners' servers.

4. The User shall be obliged to make the Software available for inspection by the Licensor in order to verify that the use of the Software complies with this EULA.

§ 5
Ownership

1. All rights and titles, including, among other things, all intellectual property rights in the Software and all parts thereof, including all copies and updates of the Software worldwide, are owned by Seco/Warwick S.A. and its licensors. The Software is protected by national and international regulations, intellectual property laws and conventions, and other regulations.
2. This License does not grant any right or title to the Software and shall not be construed as a sale of any rights to the Software. The Users shall have no rights in the Software other than the right to use it under this EULA.
3. The User may not lend, lease, sell or transfer the Software to third parties. It is also prohibited to give the Software for use to a third party in any form and under any other title, whether free of charge or for payment.

§ 6
Consent to the monitoring and processing of technical data

1. During the use of the Software, it may monitor the operation of the User's heat treatment furnaces in order to detect faults or malfunctions. If the Software detects a fault or malfunction, this information may be sent to Seco/Warwick together with details of the fault or malfunction and the time and date of its discovery, with or without an additional notification to the User. In addition, User's account data and IP address data may be transferred to Seco/Warwick to improve the Software and maintain statistics.
2. By using the Software, the User consents to the storage and processing of technical data and its use by Seco/Warwick. The data shall be stored and processed for the purpose described in § 1(2), to facilitate Software updates, to improve the Software, to provide support services to the User in connection with the Software covered by this Licence.

§ 8
Software updates

1. The Licensor may amend, update and modify the Software for any reason or without specified reason at any time in its sole discretion, in particular for technical reasons such as updates, maintenance, deletion to improve or optimise the Software.
2. The User accepts that the Software may automatically install or download modifications or cease operations in the absence of download and installation of modifications, updates or amendments to the Software.
3. The User understands and accepts that the Licensor may cease to support previous versions of the Software after the new version has been released.

§ 9
Liability of the Licensor

1. The Licensor declares that the Software is free from legal defects, in particular that it will not infringe any proprietary or moral copyrights of third parties, and that it will not infringe any intellectual property of third parties in any other way.
2. The Licensor shall be liable only for legal defects of the Software or infringements of copyrights of third parties.

3. To the fullest extent permitted by law, any liability of the Licensor under the warranty for defects other than those specified in para. 2 shall be excluded. Explicit or implicit guarantee relating to the conformity, accuracy, timeliness, completeness, reliability and safety, or to the fitness for a particular purpose or User satisfaction, are also excluded.
4. The Licensor does not guarantee that the Software will be free from gaps or errors, that errors will be removed and that the product will be free from viruses or other harmful elements. The User assumes all responsibility for selecting the Software for specific purposes and for installation, use and results received via the Software.
5. With respect to the Software, liability under warranty for uninterrupted use, uninterrupted possession and compliance with the description is also excluded.
6. Within the widest limits permitted by generally applicable law, Seco/Warwick shall not be liable for lost gains (including lost profits) and indirect, incidental or consequential damages, and Seco/Warwick's liability under this Agreement, regardless of the basis for such liability, shall be limited exclusively to the amount of the purchase price of the Software or the amount of licence fees within 12 months specified in a separate sale agreement, and the Licensor shall be indemnified above this amount. All claims resulting from insurance accidents shall be covered exclusively by the Seco/Warwick's insurance policy. The limitation of liability does not apply to damages caused by the wilful misconduct of Seco/Warwick.

§ 10
Effective date

This EULA shall be valid from the date of purchase, downloading or use of the Software by the User (whichever occurs first) and shall be concluded for an indefinite period until the date of termination of the EULA in accordance with the provisions herein.

§ 11
Termination of the Agreement

1. The Licensor and the User may terminate this EULA at any time and for any reason.
2. Notwithstanding any other powers, Seco/Warwick may terminate this EULA if the User fails to comply with its provisions.
3. Upon termination, Seco/Warwick shall be entitled to remotely uninstall the Software. At the request of Seco/Warwick, the User shall be obliged to uninstall the Software, destroy all copies of the Software in their possession and remove it from the memory of their devices, within 3 days from the termination of the EULA. At the request of Seco/Warwick, the User shall submit to Seco/Warwick a written declaration confirming the fulfilment of the above obligation.

§ 12
Amendments to the Agreement

1. SECO/Warwick reserves the right, in its sole discretion, to amend this EULA. Such amendments shall take effect upon prior notification to the User.
2. **The User may read the current version of the EULA available under the link "EULA" in the Product or at www.secowarwick.com.**
3. If the User does not accept future amendments to this Agreement, or as a result of such amendments the User is unable to comply with the Agreement, they may terminate the Agreement and shall promptly uninstall the Software and destroy all copies thereof.
4. Continued use of the Software after any amendment to this Agreement shall mean that the User fully and irrevocably accepts any amendments to the EULA.

§ 13

Confidentiality obligation

1. The User undertakes to keep all confidential information received from the Licensor in strict confidentiality, not to disseminate it and not to transfer it to third parties or entities, and to limit the disclosure of confidential information to such employees of the User, who should have access to such information for the purpose of manufacture of the Devices. The User also undertakes to require their employees to keep secret all confidential information disclosed to them. The User warrants and undertakes that any person to whom confidential information is disclosed shall respect the confidentiality obligations.

2. In particular, the User may not use (copy, distribute, disseminate, etc.) any confidential information about the Software, including design solutions, technologies, products, services, methods, processes or projects of the Licensor.

3. Confidential information shall be understood without limitation as: trade secrets, know-how, processes, concepts, ideas, data and information relating to any research, technology, products, samples, materials, specifications, services, methods, processes, designs, estimates, prices, data, drawings, sketches, patterns, schemes, reports, analyses, summaries, test results, studies, forecasts, experiments, predictions, records, software, inventions, patent applications of the Licensor; information about the Licensor's employees, customers, suppliers, finances, business plans, contracts, contractual relationships and any other information related to the business conducted by the Licensor, whether or not explicitly marked as confidential information and regardless of the medium on which such information is recorded.

4. Any sharing of the Software or other confidential information may take place only with the prior written consent of the Licensor.

5. This provision shall not impose any obligation in respect of confidential information which:
   (a) has been in the possession of the User prior to its receipt from the Licensor, (b) has been or become publicly available other than through disclosure by the User or by any person of whom the User knew that he or she was bound by a confidentiality obligation, and the User shall prove these circumstances by means of documents.

6. The confidentiality obligation shall last for the period during which the confidential information remains confidential, non-public and of economic value, and thus for an indefinite period of time and shall not expire, regardless of the termination or expiration of this EULA or other agreements between the Parties.

§ 14
Additional provisions

1. The Licensor reserves the right to withdraw the Software from the offer and/or cease operating the Software at any time.

2. Where appropriate, certain Software components may use third party functions. Some of these functions are managed by third party suppliers and may be subject to additional terms and conditions and/or costs. The User should comply with such additional terms and conditions. Please carefully read the relevant additional terms and conditions and costs.

3. The Licensor does not guarantee that the Software will function if the User uses it in the geographical area where the service on which the Licensor hosts the application is blocked.

§ 15
Final provisions

1. Headings in this EULA are included for the sole purpose of improving transparency and convenience and should not be taken into account in the interpretation of this Agreement.
2. If, in the light of a judicial decision or in accordance with law, any provision of this Agreement is invalid or unenforceable, such provision, or part of it, shall, to the extent applicable, be considered null and void and the remaining provisions of this Agreement shall remain unchanged.
3. The Licensor's failure to exercise or enforce any right or remedy provided for in this EULA or permitted by law shall not be considered a waiver by the Licensor.
4. The Licensor shall not be bound by any provision unless expressly accepted by the Licensor in writing.
5. All matters not regulated herein shall be governed by the provisions of the generally applicable law on the territory of the Republic of Poland.
6. Any disputes arising in connection with the performance hereof shall be submitted to the jurisdiction of the Polish courts.