

License Agreement for Axence nVision® Software

Version dated May 28, 2026

Introductory Provisions

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Before installing an update or new version of the Software, the User is obliged to familiarize not only with the terms of the License, but also with the technical specification of the change, made available in the manner specified in point 14.2 below.

The software may not be used contrary to the law or principles of social coexistence.

1. Definitions:

"Axence nVision® Agent - a Software component installed on Workstations that enables use of the Software functions by End Users.

"Software" means (a) all content of files, media (regardless of type) that are delivered together with this agreement or that have been made available by AXENCE or its representative, in particular by means of remote communication, including (but not limited to): (i) computer data or software delivered by AXENCE or another independent software developer; (ii) digital images, photos, drawings, sounds and other artistic works ("Multimedia Resources"); (iii) printed or electronic instructions ("Documentation"); and (b) updates, modified versions, patches, add-ons and copies of the Software licensed to the User by AXENCE (collectively referred to as "Updates").

"License" means the right to use the Software subject to this Agreement, which sets forth the legal terms, conditions and restrictions governing your use of the Software.

"License User" means a user (individual or organization) of the Software who accepts the terms of the License upon first installation of the Software (License User enables End Users and Administrators and Main Administrators to use the License).

"End User" means a person who actually uses the Software based on the License obtained by the License User , without administrative rights.

"Administrator" or "IT Administrator" user with administrative privileges in the Axence management console nVision.

"Main Administrator" (Administrator account type) means the user with the highest administrative privileges, in particular, has the ability to grant Administrator privileges.

"User" means jointly the License User and the End User and the Administrator (including the Main Administrator).

"Use" means accessing, installing, loading, copying or otherwise obtaining benefits from the Software or any other form of exploitation of the Software (the permitted manner of exploitation is specified in the Documentation available on the axence.net website).

"Permitted Number" means the sum of parameters limiting the use of the Software under the granted License. The permitted number is determined by the number of Axence Agents nVision® with a limit on the number of installations on Workstations or Unique User Sessions, whereby each of these limits applies independently, and exceeding any one of them constitutes an exceedance of the Permitted Number.

"Axence Account Service" - service available at <https://axence.net/en/terms-and-condition-axence-account> run by Axence and enabling the ordering and management of Licenses.

"Unique User Session" - definition means a session connection from a unique user understood as a unique SID - a numerical representation of a security principal used to identify a domain or local user of a computer (for more information on the SID, see: <https://support.microsoft.com/pl-pl/help/243330/well-known-security-identifiers-in-windows-operating-systems>).

"Computer" means an electronic device that accepts information in digital or similar form and processes it to produce a specific result based on a sequence of instructions.

"Workstation" means a Computer intended for direct work by the user, as well as access to the Computer or operating system via a remote access client (terminal services) or a virtual machine environment or other device or software with a similar function, on which the Axence Agent is installed nVision.

"Trial Version" (also referred to as the "Trial Version" or "Free version") means a free version that may contain limited functionalities, limited in time and as to the number of Users who may use the software. The duration of the trial version and access in accordance with the Permitted Number is limited and communicated on the AXENCE websites and on the Axence service Account (which the License User should familiarize themselves with). The permitted number may be

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"AXENCE" shall be understood as: a company under Polish law operating under the name AXENCE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA JAWNA with its registered office in Kraków (30-527) POLAND, at ul. Na Zjeździe 11, KRS number: 0000903894, REGON number: 120773290, NIP: 6751399589.

2. General terms of use. As long as the License User meets the conditions specified in this License Agreement (hereinafter referred to as the "Agreement"), AXENCE grants him a non-exclusive License , limited in terms of the Number of Permitted and ordered modules, to use the Software for the purposes and in the manner specified in the Documentation. Subject to the Trial Version and the possibility of using updates (as referred to in point 5 below), the License is granted without time limits, unless otherwise specified in separate agreements. Details regarding the duration of the License, the scope of configuration and functional modules covered by the license, as well as the Number of Permitted are specified in the terms agreed during the order placed via the Axence Account Service or in another way (e.g. traditional).

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2.2. Software Components: Axence nVision® management server, Axence nVision® management console, Axence nVision® Agent.

2.3. Use on the server. The License User may install one copy of the Axence nVision® management server and multiple copies of the Axence nVision® management console for the exclusive purpose of using the Software via commands, data or instructions (scripts) from another computer on the network - provided that the total number of Workstations accessing the Software does not exceed the Permitted Number.

2.4. Installation of Axence nVision® Agent. The License User has the right to install the Axence nVision® Agent on a specified number of Workstations. This number is specified within the Permitted Number. The License User using the virtual machine environment should - before ordering the License - verify with the AXENCE representative whether the planned number of Licenses corresponds to the actual demand in this environment.

2.5. Backup Copy. The License User has the right to make a backup copy of the Software provided that this copy is not installed or used on any Computer. The backup copy may only serve as a safeguard against destruction of the Software. The backup copy may not be replaced by a third party. The rights to the backup copy may not be transferred if all rights to the Software have not been transferred under the provisions of Section 4. The backup copy does not refer to a copy of the installation version of the Software.

2.6. PowerShell Script Library ("Script Library"). The Software may include a functionality named "PowerShell Script Library" or "Script Library", which enables the User to execute scripts, commands, and automations designed to perform administrative and diagnostic operations on devices managed by the Software. Within this functionality, built-in scripts (prepared and provided by AXENCE) and community scripts (created, modified, or submitted by other users, clients, or third parties) may be made available. AXENCE is entitled, at its sole discretion, to examine and verify selected scripts prior to their availability in the Script Library in terms of their general stability or compliance with their description. Any such actions taken by AXENCE are of a purely auxiliary nature and shall under no circumstances constitute a warranty, assurance, or guarantee that a given script is safe, free from defects, or suitable for the IT environment of a specific Licensee, their specific hardware configuration, operating system versions, or method of use. The Licensee acknowledges and agrees that the final outcome and security of the execution of each script depend on technical factors entirely beyond the control of AXENCE. These factors include, in

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5.1. The License User may only use the rights within one license concerning the Trial Version. The use of more than one Trial Version by the User constitutes a gross violation of the license terms.

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9. Application of the License. License Users agree that in the event of a request from AXENCE or its duly authorized representatives, within 30 (thirty) days from the date of such request, they will fully document the use of all AXENCE Software in terms of compliance with the AXENCE License Agreement.

10. Export Policy. The Licensee and the Ordering Party agree not to export or re-export the Software, any part thereof or any process or service that is a direct product of the Software (hereinafter collectively referred to as the "Restricted Components") to any country, individual, legal entity or organizational unit without legal personality that is subject to export restrictions imposed by Poland, the EU, the United States or to any representative of the nationality of any of these countries, regardless of his or her location, who intends to transfer or send the Restricted Components back to that country. All rights to use the Software are granted solely on the understanding that they shall cease to apply if the above restrictions are breached.

11. Jurisdiction. Any disputes concerning this Agreement shall be resolved under Polish law and by Polish courts in accordance with the seat of AXENCE. This Agreement is not subject to the provisions of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

12. Specific exceptions.

12.1. Conditions for Test Products. If the Software received with this License Agreement is Test Software or a beta version ("Test Software"), this section of the Agreement shall apply. In the event that any provision set out in this section conflicts with other provisions of the Agreement, the provisions of this section shall apply to the extent necessary to resolve the conflict. The User receiving the Test Software acknowledges that the software is in an unfinished state, does not represent the final product of AXENCE and may contain errors and cause other problems that may result in system hang-ups and/or data loss. Consequently, the Test Software functions in the form in which it was delivered, without any guarantees or liability, and the User accepts any negative consequences related to the use of the Test Software. The User acknowledges that AXENCE does not promise or guarantee that the Test Software will be announced and made available to anyone in the future, that AXENCE has no contractual or implied obligation to announce or introduce the

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13. Control of Software Use and Collection of Telemetry Data.

13.1. Software license control system. The User acknowledges and accepts the fact that the Software automatically communicates with AXENCE in order to ensure proper functioning and monitor the compliance of the Software with the purchased license. This data includes, among others, the name of the installation server, its IP address, the Allowed Number, the number of network objects and the number of Users.

13.2. Telemetry data. AXENCE processes some quantitative data generated by the Software (which does not enable identification of individuals and/or personal data). Detailed information about this data can be found at: <https://axence.net/en/telemetric-data>. The indicated telemetry data is collected for statistical purposes and related to the adjustment of the service provided, for use only and exclusively by AXENCE and is not made available to other entities. No other data generated by the Software is collected or sent. In connection with the above-mentioned adjustment of the service, the License User will receive information from AXENCE or the Authorized Partner regarding the possibility of more effective use of the Software - in particular in connection with exceeding the Permitted Number (e.g. recommendation to change the license plan). The Authorized Partner does not receive telemetry data from AXENCE, but only information on the scope of a possible change to the license plan. In this case, telemetry data will be compared with the data of a specific Ordering Party/License User. However, this does not apply to End User data - there is no association of telemetry data with the data of a specific End User using the Software on a given Workstation.

13.3. The User may object to the use of telemetry data for the purpose of personalizing the service by sending a request to biuro@axence.net.

13.4. AXENCE undertakes to maintain the confidentiality of all transmitted data.

13.5. Contact details of the Ordering Party or License User may be made available to AXENCE Partners at the stage of executing the License order and at a later stage of cooperation with the Ordering Party or License User. Similarly, at the above stages, this data may be obtained from Partners. This is a legitimate interest of AXENCE. The Ordering Party or License User - in the scope of information constituting personal data - may file an objection, requesting:

- changes to Partner;
- to stop sharing data with a specific Partner or all Partners. The Ordering Party or the License User may select a specific Partner. More information is available in the Privacy Policy available at: <https://axence.net/en/privacy-policy>.

The purpose of sharing data or obtaining data from Partners, including personal data, is:

- support of the concluded License Agreement;
- handling the process of concluding the License Agreement.

14. Final provisions

14.1. If any part of this Agreement is found by either party to be unnecessary or inapplicable, this shall not invalidate the entire Agreement, which shall remain in force and may be enforced in accordance with their terms. This Agreement shall not limit the User's rights under local law.

14.2. Change of License:

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16. Protection of personal data

The data controller of the Ordering Party and the License User (as well as their employees/associates) is AXENCE (the "Company").

Personal data will be processed for the following purposes: conclusion and execution of the License Agreement, as well as fulfillment of obligations arising from legal provisions, including tax provisions.

All of the above entities have the right to access data, including obtaining a copy of the data, the right to transfer data, the right to rectify and delete data, to limit processing, the right to lodge a complaint with the supervisory authority (in Poland: the President of the Personal Data Protection Office), the right to object (when processing takes place on the basis of Art. 6 sec. 1 letter f of the GDPR).

Data recipients:

- Partners, the purpose of sharing data is:
 - support of the concluded License Agreement;

- handling the process of concluding the License Agreement.
- Data for the above-mentioned purposes are processed based on the legitimate interest of AXENCE (Article 6, paragraph 1, letter f) of the GDPR;
- Entities providing IT services on behalf of AXENCE in connection with the implementation of the License.

Based on the legitimate interest of AXENCE (Article 6, paragraph 1, letter f) of the GDPR), the data of the Ordering Party and the License User may be obtained from the Partner in connection with the performance of the License Agreement.

Providing data is voluntary but necessary for the implementation of the above-mentioned purposes. The Ordering Party and the License User may provide AXENCE with personal data of their employees/co-workers only on the basis of a legal basis for providing data, in order to implement the License Agreement, after fulfilling the information obligation towards these persons, which will indicate, among others, AXENCE as the recipient of such data.

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