

THE HEREBY DOCUMENT REGULATES TERMS OF USE OF THE SOFTWARE ENABLING THE INTEGRATION OF A CUSTOMER'S WEBSITE WITH EDRONE CRM WITHIN AN EXISTING WEB PLATFORM. BY TICKING "I ACCEPT THE TERMS OF USE" FIELD WHILE SIGNING UP OR BY INSTALLING THE SOFTWARE THE CUSTOMER AGREES TO THE TERMS OF HEREBY LICENSING AGREEMENT.

§ 1 DEFINITIONS

Whenever in the hereby document a capital letter word is used one shall understand it just as in the Terms of Service [LINK]. The hereby license agreement does not replace, modify or repeal the User Agreement. Moreover, phrases hereinafter shall be understood as follows:

1. **Platform** – an e-commerce software enabling a User to install and configure E-store; especially Magento, Prestashop, IAI;
2. **Program** – a dedicated application prepared by the Licensor consisting of js. files or other files that enable use of eCRM Edrone;
3. **Integration** – installation and correct configuration of the Program by the Licensee or conduct of actions conforming to the instruction prepared by the Licensor in case of lack of Program;
4. **License** – the hereby document stipulating rights and duties of the Licensor and the Licensee as far as use of Program is concerned;
5. **Licensee** – a user of eCRM Service;
6. **Licensor** – Edrone Ltd. in Kraków;
7. **E-store** – Licensee's e-commerce store integrated with Program.

§ 2 PARTIES DECLARATIONS

1. Licensor represents that use of Program on a basis of the hereby agreement does not violate any third party copyright and requires no third party permission.
2. Licensee represents that they have appropriate technical knowledge and resources to conduct a correct and safe Integration.

§ 3 SUBJECT OF CONTRACT

1. Licensor grants to the Licensee free of charge, nonexclusive and unrestricted as far as time and territory is concerned License for the use of Program in the following fields of exploitation:
 - a. introducing into computer memory;
 - b. making a backup copy;
 - c. use of Program or its part in the other program, especially jointly with Platform and E-store.
2. Licensee obligates not to:
 - a. neither permanently nor temporarily multiply Program neither in whole nor in part with use of any technic;
 - b. introduce any amendments, modifications or changes into Program structure in object code version or its part unless it is necessary to conduct Integration;
 - c. grant sublicense to third parties or transfer the right or duties resulting from the hereby agreementwithout Licensor's permission.

3. In order to enable use of Program to Licensee Licensor delivers Program to Licensee in the form of files available here: <https://control.edrone.me/settings/integration>. Use of Program is free of charge.

§ 6 LICENSEE'S FREEDOM OF ACTION

1. The following actions of Licensee conducted during using Program do not require Licensor permission:
 - a. making a backup copy, provided it is necessary to use the Program. Backup copy may be used simultaneously with the Program;
 - b. observing, researching and testing of functioning of Program in order to examine its ideas, rules and bugs – during introducing, displaying, applying, transferring or storing the Program by the rules stipulated in the hereby contract;
 - c. multiplying code or translating its form, provided it is necessary to conduct Integration including acquiring information vital to achieve Program cooperation with other computer programs in case of the following prerequisites being jointly fulfilled:
 - i. actions being conducted by Licensee or an entity acting on their behalf
 - ii. information essential to achieve cooperation not being previously easily accessible for Licensee (especially if Licensor will not have delivered information on time in spite of Licensee having requested information in writing);
 - iii. actions being applied exclusively to parts of the Program being essential to achieve cooperation
2. Information essential to achieve Program cooperation with other computer programs shall not be:
 - a. used to other goals than to achieve cooperation;
 - b. transferred to other entities unless it is necessary to achieve cooperation;
 - c. used to develop, produce or place on the market a program of substantially similar form;
 - d. used to other actions violating copyrights.

§ 7 LIABILITY

1. Licensor does not guarantee error-free operating of Program, does not guarantee its usefulness to set targets and is not liable for possible losses being a result of use of Program due to incorrect Program configuration by Licensee. Moreover, Licensor is not liable for Program bugs and their consequences being a result of unauthorized access (attempting to bypass the code, introducing a flawed code), use of Program contrary to its intended purpose or not conforming to the manual.
2. Licensor obligates to dispose in a reasonable time of all bugs making use of Program impossible or restricting possibilities of its safe exploitation according to description and manual.
3. Licensor obligates to periodically share with every User a new version of Program. An access to updates is free of charge and shall be accomplished through sharing new versions of the Program here: [LINK];
4. Licensee represents and understands that they are exclusively responsible for continued overview of used technical solutions including use of up-to-date versions of

programs and correct configuration of E-store. Licensor may inform Licensee about necessity of specific remedies in order to minimize a chance of certain incidents appearing, especially related to violation of personal data protection.

§ 9 SPECIAL RIGHTS OF THE PARTIES

1. Licensor may control how Licensee uses Program as far as compliance with the provisions of the hereby contract and purpose of the Program is concerned.
2. In case of guidelines based on which Platforms within E-store exists functions condition optional licensing agreements to include specific provisions under pain of being ineffective, parties agreeably represent that they want to incorporate aforementioned rules into the hereby licensing agreement. In case of irremovable collision as far as rights and duties of parties as well as essence of the subject of contract and fields of exploitation of Program are concerned, provisions of Licensing Agreement take precedence.

§ 10 DURATION OF THE CONTRACT

The hereby Agreement shall be unlimited in duration.

§ 11 CHANGES TO THE CONTRACT

Changes to the hereby contract shall be introduced in the form of document under pain of invalidity.

§ 12 JURISDICTION

Parties decide that the hereby Agreement shall be governed by the laws of Poland.

§ 15 COPIES AND VERSIONS OF THE CONTRACT

The hereby Agreement is drawn in the form of document.

