I. GENERAL PROVISIONS

1. This end user license agreement applies to software created by a commercial law company under the business name MRS Retail Services spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia, Chylońska 39/1, 81-064 Gdynia, entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Gdańsk-Północ w Gdańsku Wydział VIII Gospodarczy KRS (District Court for Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register) under the number: 0000856982, fiscal identification number (NIP): 9581710155, under the name: MRS Retail Services spółka z ograniczoną odpowiedzialnością

2. This end user license agreement is an agreement between the end user and the company under the business name MRS Retail Services spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia regarding the software indicated in section 1 above and regulates the rules of end user use of this application, the content of the license for this software, billing rules and regulations regarding the protection of personal data.

3. The end user confirms that he has read this end user license agreement and agrees to be bound by it by commencing use of the software.

4. The provisions hereof should be carefully read before using the software indicated in section 1 above. Use or installation of this software constitutes acceptance of the terms hereof. The end user may not use the software if he does not accept the provisions hereof and is obliged to uninstall software from the appropriate device.

5. This end user license agreement and the subscription of the software governed by it is subject to Polish law.

6. The court having jurisdiction to settle any disputes arising herefrom is the court competent for the registered office of the company MRS Retail Services spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia.

II. DEFINITIONS

The following terms are used hereinafter with the following meanings:

1. **Application, Software** - software under the name: **recloudify** ;
2. **Personal data** - all information about a natural person identified or identifiable by one or more specific factors determining the physical, physiological, genetic, mental, economic, cultural or social identity, including device IP, location data, internet identifier and information collected via cookies and other similar technology;
3. **EULA** - this end user license agreement;
4. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of individuals 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);
5. **Company** - MRS Retail Services spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia, Chylońska 39/1, 81-064 Gdynia, entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Gdańsk-Północ w Gdańsku Wydział VIII Gospodarczy KRS (District Court for Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register) under the number: 0000856982, fiscal identification number (NIP): 9581710155;

6. **End User** - any natural person, legal person or organizational unit without legal personality using the Application on the basis of the legal relationship of subscription and license of the Software concluded with the Company under EULA.

III. COPYRIGHTS, LICENSE

1. EULA sets out the End User rights in their entirety with respect to Software. Company reserves all rights not expressly granted to End User hereunder.
2. All intellectual property rights (including copyrights) or industrial property rights related to Software are the property of Company or other entities (like the owner of the Application) and are not transferred to End User. Company grants End User permission to use Software within the scope regulated hereof. Company reserves (or the owner of the Application reserves) all intellectual property rights (including copyrights) or industrial property rights related to Software not covered by the provisions hereof. End user confirms of not having the right to access Software's source code.
3. Application (along with its changes, updates and documentation) is protected by the law on business secrets, copyrights and other intellectual property laws. Company retains (or the owner of the Software retains) copyrights and other intellectual property rights to Application (including its changes, updates and documentation) and to all copies, fragments and translations. End User is not entitled to make changes to Application or to remove marks and notices related to Application (including any backup copies thereof) and its documentation or contained in Application (including any backup copies thereof) and its documentation regarding copyrights, marks trade and other rights.
4. Company, acting as empowered licensee, grants End User a limited, non-exclusive, non-transferable and payable license in connection with End User's use of Application. The license is granted for the duration of subscription of Application. Therefore, the termination of the legal relationship of subscription of Application (in particular as a result of End User resigning from the subscription) is tantamount to the expiry of the license.
5. Software license is granted in the following fields of use:
   a. use of Application in the environment of End User as part of its business and enterprise under which the subscription to Application was purchased, or - in case where End User does not conduct business activity - for personal use. The framework for using Application is determined by the functionality thereof.
6. Company may provide End User with improvements or updates to Software.
7. This license is limited to the version of Application that has been paid for with the applicable license fee.
8. If End User, during the term of Application's license, purchases additional applications or an additional part of Application, i.e. pays the appropriate license fees, these license conditions automatically cover such applications, the additional part of Application, unless they are covered by a separate license agreement.
9. End User may make and use a reasonable number of copies of the documentation provided with Software, provided that such copies are used solely for the internal needs of End User, for backup and archival purposes, and are not published or distributed (in any form, in especially in paper or electronic form) among third parties.
10. End User may not:

a. use the Application for purposes other than those indicated in the content hereof and to the extent specified by the functionality of Software;

b. use Application in a manner inconsistent with Company's instructions regarding the use of Software;

c. sublicense, distribute, rent, lease, loan, transfer, assign or otherwise sell or make available Software to third parties;

d. reverse engineer, decompile, or disassemble Software to discover the source code or trade secrets of Software, unless expressly permitted by applicable law despite this limitation;

e. adapt, modify, change, translate or create any works or derivative works based on Application;

f. remove, alter or conceal any copyright or industrial property or other proprietary notices relating to Software;

g. circumvent or attempt to circumvent any method of controlling access to the components and functions of Application used by the Company;

h. use Application to create a competitive product or software or in any other way not specified herein or Company's instructions for using Application and accompanying Software;

i. copy Software (except for backup copies) or use it separately from Application in a manner inconsistent with the provisions hereof;

j. use Software to transfer viruses that infect software or other harmful computer code, files or programs; bypass, disable or in any way interfere with the security functions of Software;

k. use Software for any unlawful purpose or in any way that violates EULA;

l. authorize any third parties to perform the above activities.

11. The license to Application is a paid license, and the license fee is included in the subscription fee for Software, settled in accordance with the principles set out in point IV below.

IV.   SUBSCRIPTION, PAYMENT, SETTLEMENTS

1. Company undertakes to grant to End User the subscription of Application for the entire period of its validity, in accordance with the agreement concluded in this respect between Company and End User and the content of the order.

2. As a rule, the subscription to Application is granted for an indefinite period, with a monthly settlement period.

3. Subscription (and license) of Application is granted "*per company*", not "*per user*". In the event that the subscription to Application is purchased by an enterprise, Application may also be used by End User's authorized personnel, i.e. persons employed by End User under employment contracts or a permanent relationship of mandate. End User is liable for their compliance with the conditions and restrictions contained herein as for its own actions or omissions.

4. For subscribing Application, End User is obliged to pay the subscription fee on time, the amount of which is indicated in the order. Company provides the possibility of running Application for End User for the test period, the so-called ProofOfConcept (POC), consisting in launching Application for End User for a given period (agreed each time between Parties) for free for testing. After the end of this period, a paid subscription to Application is automatically launched, unless End User, before the end of the trial period, resigns from extending this period for the subscription period. In addition, during the trial period, End User may resign from using Application during the trial period with one week's notice.

5. End User pays subscription fees in advance for the next billing period, which is a calendar month.

6. The first subscription fee is paid by End User in advance after placing an order for subscribing Application on the basis of a proforma invoice issued by Company and delivered to End User. After End User has paid the amount due for the first subscription fee, Company will proceed to provide End User with a subscription to Application and will issue and send an invoice for this paid amount.

7. Subject to section 8 below - all amounts due for subscribing to Application are paid by End User by bank transfer within 14 calendar days from the date of receipt of a correctly issued invoice by Company, to Company's bank account indicated on the invoice. The date of payment is the date of crediting Company's bank account.

8. The subscription fees for Application may also be paid by End User in a manner other than that indicated in section 7 above (e.g. by payment via AWS Marketplace, card payments or with the help of external payment operators, such as Paypal). The payment method will be selected when purchasing a subscription.

9. Company declares to be an active VAT taxpayer, therefore VAT will be added to all receivables for subscription services of Application at the rate applicable on the date of issuing the invoice or other requirements regarding VAT settlement will be met, especially when End User is an entity domiciled or established outside the territory of the Republic of Poland (reverse VAT charge).

10. Any invoices or other billing or accounting documents for Application subscription services will be issued in electronic form, i.e. PDF files, and delivered to End User by Company via e-mail to End User e-mail address indicated in the subscription service order (or by other electronic system). End User hereby accepts the issuing and sending by Company of invoices or other billing and accounting documents in electronic form, pursuant to Art. 106n section 1 of the Act of March 11, 2004 on tax on goods and services.

11. In the event of delivery of an invoice by e-mail (or by other electronic system), it is assumed that the date of delivery is the next working day after sending the e-mail containing the invoice or after placing invoice in the electronic system. Change by End User of the e-mail address indicated in section 10 above does not require and does not constitute an amendment hereto, but only to inform Company about it at the following e-mail address: support@mrs-retail-services.com.

V.   TERMINATION OF SUBSCRIPTION

1. End User has the right to unsubscribe from Application at any time.

In such a case, End User is obliged to send to Company relevant information on this subject (constituting the termination of the subscription) to the e-mail address: support@mrs-retail-services.com

2. or in other form, especially through AWS Marketplace. The termination is made with a 1-month notice period, effective at the end of the calendar month. During the notice period, End User is obliged to pay subscription fees.

3. Company will be entitled to terminate the legal relationship of subscription to Application with immediate effect, without the need for a notice period in the following cases:
   a. delay or default of End User in payment of any amounts due for subscription of Application for a period of at least 14 calendar days;
   b. gross violation by End User of the provisions hereof, including in particular the provisions regarding the license to Application.

4. Termination of the legal relationship for subscription of the Application, referred to in section 3 above, will be tantamount to termination and cancelling of Application's license, and thus the End User loses the right to use Application and will be obliged to stop using Application.

VI. SUPPORT

1. During the subscription period of Application, Company provides maintenance services for the Software to End User as part of the subscription fee.
2. Application support services referred to in section 1 above, consist in taking actions by Company to ensure the proper operation of Application and to provide support to End User in using Application. When providing support services, Company may use the assistance of other entities, including the owner of Software.
3. As part of the support services referred to in section 1 above, Company undertakes to handle reports of irregularities or errors in the operation of Application in accordance with the principles described below, i.e. to respond to reports of irregularities or errors in the operation of Application and to remove irregularities or errors in the operation of Application.
4. Any irregularities or errors in the operation of Application detected by End User must be reported to Company by End User no later than within 3 working days to the following e-mail address: support@mrs-retail-services.com. In this report, End User is obliged to describe the detected irregularities or errors in the operation of Application. If this deadline is exceeded, Company is not liable for any damage or loss resulting from errors in Application.
5. For the avoidance of doubt, Company is not liable for the operation and maintenance of End User's environment or IT infrastructure as well as for irregularities or errors in the operation of Application resulting from reasons attributable to End User, in particular its use of Application in a manner inconsistent herewith or the content of the license or for reasons attributable to End User's environment or IT infrastructure. In this case, Company is not obliged to provide the support services.
6. Software is provided "as is" and with all defects. Company excludes all warranties, implied, statutory or customary, and in particular any implied warranties, obligations or conditions as to the satisfactory quality or fitness for a particular purpose, or the reliability or availability, accuracy or completeness of Software, and the provision or non-provision of support or other services, information, software and content related to Software or otherwise resulting from the use of Software, unless otherwise stated directly herein.
7. Company does not guarantee uninterrupted use, uninterrupted possession or non-infringement in relation to Software. Company does not guarantee that Software will be free from defects, bugs, viruses or other defects. Company does not and cannot guarantee that Software will operate reliably or without interruption. Liability under the warranty of Company towards End Users who are not consumers is excluded in accordance with art. 558 of the Civil Code.
8. End User acknowledges that Software has not been developed to meet the individual requirements of End User, and thus it is End User who is responsible for configuring the components and functions of Software, as well as adjusting its environment and IT infrastructure to meet the requirements of proper operation of Application.
9. The above warranty exclusions and limitations apply to the fullest extent permitted by law. The laws of some countries or jurisdictions do not allow the exclusions and limitations of warranties, and to the extent such laws may apply to EULA, warranty exclusions and limitations may not apply to End Users

VII.   LIMITATION OF LIABILITY

1. Company is not liable (contractual or tort liability, or on any other basis) towards End User or third parties for:
   a. the inability to use Software or any other devices or the lack of access to data, data loss or damage, loss including lost profits or benefits, business disruptions or similar events (whether the loss or damage is direct or indirect), or
   b. for any future, indirect, incidental, consequential loss or damage of any kind, in any case resulting from the use or inability to use Software, even if Company has been informed of the possibility of a given loss or damage.
2. Company is not liable for the content of third party sites or services, links on third party sites or services, or changes or updates to third party sites or services. Company is not liable for any damage caused by the actions of End User or third parties contrary to the provisions hereof, license to Application or incompatible with the functionality of Application.
3. End User is fully liable to third parties or Company for damage or loss caused by End User breaching EULA or the provisions of Application's license or using Software by End User in a manner inconsistent with Company's instructions regarding the use of Software. In particular, End User is fully liable for any loss, liability or damage arising from End User incorrect use of Software and related programs and documentation. End User is liable for compliance with any security and safety warnings accompanying Software.
4. Company excludes any of its liability for claims related to or resulting from subscription of Application and license conditions (including damages and other similar benefits, in particular damages related to Application). In particular, Company is under no circumstances liable to End User for damages in the form of lost profits.
5. The foregoing exclusions and limitations of liability apply to the fullest extent permitted by law. The laws of some countries or jurisdictions do not allow the exclusion and limitation of liability, and to the extent that such laws may apply to EULA. In such a case, the exclusions and limitations of Company's liability may not apply to End User, in particular who is a consumer.
6. End User agrees to take all necessary steps to protect Company from all claims, liabilities and expenses, including attorney's fees, arising from the use of Application, including but not limited to breaches of EULA, provided that Company (1) promptly reports written notification to the End User of the claim, request, lawsuit or proceeding; (2) give End User sole control over the defense and resolution of the claim, claim, suit or proceeding (provided that End User cannot resolve any claim, request, suit or proceeding, unless the settlement unconditionally relieves Company of all liability); and (3) provide all reasonable assistance at the expense of End User.

VIII.   GDPR

1. As a result of the provision of subscription services and Application licenses by Company to End User, Company as the Personal Data Administrator processes the personal data of End Users obtained in connection with the conclusion hereof. The personal data of employees, associates, clients or contractors of End User will be processed by Company under the personal data entrustment agreement concluded with End User.

2. In connection with the above, meeting the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC, EULA contains both an information clause addressed to individuals describing the rules for the processing of their personal data by Company, as well as contract for the processing by Company of End User's, who is an entrepreneur, personal data.

IX. GDPR INFORMATION CLAUSE

1. Due to the binding provisions of the 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 (hereinafter referred to as: "RODO") we would like to inform you that your personal data is processed in the proper manner and in accordance with RODO provisions and provisions of statute on personal data protection.

2. Attempting to fulfill all obligation arisen from processing your personal data, below we present you a short information regarding the said processing, your entitlements and our obligations. We kindly ask you to read this information and in case of any questions please contact us according to contact details indicated below.

3. Administrator of Personal Data is commercial law company under the business name MRS Retail Services spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia, Chylońska 39/1, 81-064 Gdynia, entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Gdańsk-Północ w Gdańsku Wydział VIII Gospodarczy KRS (District Court for Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register) under the number: 0000856982, fiscal identification number (NIP): 9581710155.

4. All personal data delivered to Administrator is processed because it is required for the proper fulfillment of this contract and/or it is required to fulfill aims resulting from the lawfully justified interest rendered by Administrator. By the term "lawfully justified interest" one should understand the necessity to process personal data arisen from proper fulfillment of the contract to which you are not a party but you take an active and aware part and/or fulfillment whereof influences directly your justified rights and interest.

5. Your personal data is processed only by Administrator and/or by Administrator's affiliates. However, sometimes there might be a need to deliver said personal data to other persons, including but not limited to the owner of Software, persons cooperating with Administrator and providing services for Administrator, in particular persons providing for Administrator telecommunication, notarial, accountant services or for courts and other administrative bodies when it is needed or when such obligation arises from the law or when it is done upon your request. Due to the way Application works, personal data will be sent to the entity operating the AWS system, i.e. Amazon Web Services, Avenue John F. Kennedy, L-1855, Luxembourg, EMEA SARL 352 2789 0057 38.

6. You have access to your personal data and the right to correct, delete or limit its processing, the right to transfer data, right to file an objection, obtain a copy of the personal data or right to file a complaint to the supervisory body (President of the Personal Data Protection Office) when you feel that processing your personal data infringes the law on the protection of personal data and/or you justified interest.

7. Your personal data is only processed to fulfill the said contract. Your personal data will be deleted by Administrator when there is no lawful requirement of possessing it and Administrator is not obliged, according to the binding provisions of law, to still keep personal data and entitled in any other way to keep processing the personal data. In particular your personal data will be kept in cases of necessity, in particular to enable for the Administrator to pursue claims or defend by the claims and/or allegations until the end of the limitation period or until the said claims are covered.

8. Your personal data is processed only on the territory of European Union.

9. Delivering your personal data is not required by the binding provisions of law but is essential for proper fulfillment of this contract. Non delivery of the personal data makes proper fulfillment of this contract completely impossible by Administrator.

10. You may exercise your rights by contacting Administrator (or person appointed for contact) by sending a post mail on address: Chylońska 39/1, 81-064 Gdynia or via e-mail on the following e-mail address of Administrator: support@mrs-retail-services.com or by telephone conversation: +48 791 999 683.

X. CONTRACT FOR THE PROCESSING OF PERSONAL DATA

§ 1
Subject matter of the contract

1. Under the conditions set out in these provisions of the contract for entrusting the processing of personal data and the basic contract, i.e. between Company and End User who is an entrepreneur of Application subscription, hereinafter referred to as: "Basic Contract", End User entrusts Company with the Processing of Personal Data, indicated below, and Company, hereinafter also referred to as: "Processor ", accepts personal data for processing. End User is hereinafter also referred to as: "Administrator".

2. Processing will be performed during the term of Base Agreement.

3. Processor is entitled to perform on personal data any automated or non-automated processing operations justified and necessary for the performance of services, which may include, among others: collecting, recording, organizing, organizing, updating, storing, archiving, modifying, downloading, copying, viewing, using, sharing, deleting or destroying. Processor is entitled to process personal data only for purposes related to the performance of services provided to End User under Basic Agreement.

4. The nature and purpose of processing result from Basic Agreement, in particular, the nature of the processing is determined by the role of Processor to provide services described in Basic Agreement.

5. The processing will include the following types of Personal Data:
   a. name
   b. email
   c. telephone number

6. The processing of personal data will concern the following categories of persons:
   a. employees and associates of End User and affiliates;
   b. customers and users of End User services;
   c. End User suppliers and partners.

§ 2

Sub-entrustment

1. Processor may entrust specific processing operations of personal data by means of a written sub-processing agreement to other processors.

2. Processor is obliged to ensure that another processor whose services he intends to use in the processing of personal data provides sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of GDPR and protects the rights of the data subjects. Due to the way Application works, personal data will be sent to the entity operating the AWS system, i.e. Amazon Web Services, Avenue John F. Kennedy, L-1855, Luxembourg, EMEA SARL 352 2789 0057 38. Moreover, personal data will be sent by Company to the owner of Software with whom Company has concluded an appropriate entrustment agreement for the processing of personal data, ensuring its compliance with the requirements of the GDPR.

3. When making a sub-entrustment, Processor is obliged to oblige another processor to fulfill the same obligations of personal data protection by Processor under this entrustment agreement, except for those that are not applicable due to the nature of a specific sub-entrustment.

4. The processor has no right to delegate to another processor the entire performance of Basic Agreement.

§ 2
Processor's obligations

Processor has the following obligations:

1. Processor processes personal data only in accordance with the documented instructions or instructions of End User, where the documented instructions of End User are orders sent electronically or in writing and tasks commissioned to perform Basic Agreement;

2. Processor declares not to transfer personal data to a third country or an international organization (i.e. outside the EEA). Processor also declares that it does not use subcontractors who transfer data outside the EEA;

3. If Processor has the intention or obligation to transfer personal data outside the EEA, he informs End User about it in order to enable End User to make decisions and actions necessary to ensure the lawfulness of processing or to complete the entrustment of processing;

4. Processor obtains confidentiality obligations from persons authorized to process personal data in performance of Basic Agreement, or ensures that these persons are subject to a statutory obligation of confidentiality;

5. Processor undertakes to limit access to personal data only to persons whose access to personal data is necessary for the performance of Basic Agreement and who have the appropriate authorization;

6. Processor is liable for the protection of personal data and takes data protection measures referred to in art. 32 GDPR, in accordance with the further provisions of Basic Agreement;

7. Processor complies with the terms of using the services of another processor, referred to in § 2 hereof;

8. Taking into account the nature of the processing, Processor is obliged, if possible, through appropriate technical and organizational measures, to help End User fulfill the obligation to respond to the requests of the data subject in the exercise of the rights set out in Chapter III of GDPR;

9. Processor assists End User in performing his obligations in the area of personal data protection referred to in art. 32-36 GDPR (data protection, reporting breaches to the supervisory authority, notifying persons affected by a data protection breach, data protection impact assessment and prior consultation with the supervisory authority);

10. Processor is obliged to provide End User with all information necessary to prove that he meets the obligations set out in this paragraph and enables End User or an auditor authorized by him to carry out audits;

11. If, in connection with the obligation referred to in section 10 above, Processor has doubts as to the lawfulness of the instructions or instructions issued by End User, Processor immediately informs End User about the identified doubts. Processor is obliged to inform End User about the administrative or court proceedings regarding the processing of personal data by Processor, about the administrative decision or judgment regarding the processing of personal data addressed to Processor, as well as about the control activities undertaken against him by the supervisory authority and about the results of such control if its scope includes personal data entrusted to Processor under this agreement and Basic Agreement.

§ 4
Notification of Personal Data Breaches

1. Processor notifies End User of the personal data breach not later than 48 hours from the detection of the personal data breach by Processor, and then allows End User to participate in the investigation and informs End User about the findings upon their performance, in particular on the finding of a violation or breach.

2. The notification of the breach should be sent together with the documentation regarding the breach that Processor will have in its possession to enable End User to fulfill the obligation to notify the supervisory authority and possibly data subjects in accordance with the requirements of GDPR.

§ 5
Parties' declaration, Administrator's obligations

1. Administrator declares that to be the Administrator of personal data and that he is entitled to process them to the extent that he entrusted them to Processor.

2. Processor declares that, as an entity professionally providing services covered by Basic Agreement, has the necessary knowledge, appropriate technical and organizational measures necessary for the proper performance hereof and Basic Agreement, and provides sufficient guarantees for the implementation of appropriate technical measures and organizational, so that the processing meets the requirements of GDPR, national provisions on the protection of personal data and protects the rights of data subjects.

3. End User is obliged to cooperate with Processor in the performance hereof, to provide Processor with explanations in case of doubts as to the legality of End User's instructions, as well as to fulfill his specific obligations in a timely manner.

§ 6
Liability

Due to the performance hereof Processor is liable for damage caused by the breach of Processor's essential obligations.

§ 7
Duration of the agreement

Agreement was concluded for the duration of Basic Agreement, subject to the period necessary for the removal or return, respectively, of Personal Data and their copies, as decided by End User, subject to §8 below.

§ 7
Removal of Personal Data

1. Upon termination hereof, Processor is obliged, according to the decision of End User, to delete or return personal data and delete any existing copies thereof, unless the law of the European Union or the law of a Member State requires further storage of personal data and subject to section 2 of this paragraph.
2. Processor reserves that the time needed to delete the data is at least 30 days.