EVOLPE MODULES MASTER SUBSCRIPTION AGREEMENT

§1. Definitions

1. **Provider** – eVolpe Consulting Group sp. z o.o. sp.k., with its registered office in Poland.
2. **Customer** – a business entity acting in the course of its commercial or professional activity.
3. **Base System** – a software platform for which the Module is designed, including in particular: SuiteCRM, SugarCRM, SpiceCRM, MintHCM, Mautic, Alfresco, Creatio, or any other system offered by the Provider.
4. **Module** – proprietary software developed by the Provider that extends the functionality of a Base System.
5. **Subscription** – a paid, time-limited right to use a Module under this Agreement.
6. **Instance** – a single deployment of a Base System operated by the Customer.
7. **User** – an individual authorized by the Customer to access an Instance.
8. **Subscription Key** – a unique identifier used to verify the validity of the Subscription.

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§2. Subject of the Agreement

1. This Agreement governs subscription-based use of the Provider's Modules.
2. This Agreement does not constitute a sale of software nor a transfer of intellectual property rights.
3. Modules may be distributed, inter alia, via https://evolpe.shop.

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§3. Access and Use Rights

1. The Provider grants the Customer a limited, non-exclusive, non-transferable, time-bound right to use the Modules solely:
   a) for the Customer's internal business purposes,

b) during an active Subscription period,
c) in accordance with the documentation and this Agreement.

2. The Customer is responsible for all actions performed by its Users.

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§4. Use Restrictions

1. The Customer shall not:
   a) provide the Modules to any third party,
   b) resell, sublicense, or commercially exploit the Modules for the benefit of third parties,
   c) circumvent Subscription limits (including Instance or User limits),
   d) reverse engineer, decompile, or modify the Modules,
   e) use the Modules to develop or support competing products or services.
2. Any breach of this section constitutes a material breach of the Agreement.

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§5. Subscription Key and Verification

1. Each Module requires a valid Subscription Key.
2. Modules may periodically connect to the Provider's servers to verify Subscription validity.
3. The Customer shall provide a technical environment enabling periodic verification, including Internet access.
4. Failure to verify or Subscription expiration may result in limited functionality or complete blocking of the Module.
5. Verification involves technical data only, strictly necessary for validation purposes.

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§6. Fees and Subscription Term

1. Subscriptions are provided for a fixed term, typically twelve (12) months.

2. Fees depend on the number of Instances, Users, and the type of Module.
3. Fees are payable in advance and non-refundable, regardless of actual usage, unless expressly stated otherwise.

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§7. Updates and Support

1. During an active Subscription, the Customer is entitled to updates and bug fixes.
2. The Provider may introduce technical or developmental changes provided they do not materially reduce core functionality.

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§8. Confidentiality

1. Each party shall keep confidential all technical, commercial, and organizational information obtained in connection with this Agreement.
2. Confidentiality obligations apply during the term of the Agreement and for five (5) years thereafter.
3. Confidentiality does not apply to information that:
   a) becomes publicly available without breach of this Agreement, or
   b) must be disclosed by law.

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§9. Customer Data and Responsibility

1. The Customer retains full ownership of all data processed within the Base System.
2. The Customer is solely responsible for the legality of such data and compliance with applicable laws.
3. The Provider does not access Customer business data, except technical data required for Subscription verification.

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§10. Indemnification

1. The Customer shall indemnify and hold the Provider harmless from third-party claims arising from:
   a) data or content introduced by the Customer or its Users,
   b) violations of law or third-party rights by the Customer or its Users.
2. The Provider shall notify the Customer of any such claims without undue delay.

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§11. Limitation of Liability

1. To the maximum extent permitted by law, the Provider's total liability shall not exceed the Subscription fees paid by the Customer during the twelve (12) months preceding the event giving rise to liability.
2. The Provider shall not be liable for indirect, consequential, or lost profit damages, loss of data, or business interruption, even if advised of the possibility thereof.

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§12. Compliance

1. The Customer shall use the Modules in compliance with all applicable laws, including data protection and information security regulations.
2. The Customer bears sole responsibility for any legal violations related to its use of the Modules.

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§13. Termination

1. This Agreement automatically terminates upon expiration of the Subscription.
2. The Provider may terminate this Agreement immediately in case of a material breach.
3. Upon termination, the Customer must cease all use of the Modules.

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§14. Amendments

1. The Provider may amend this Agreement by notifying the Customer electronically.
2. Continued use or renewal of the Subscription constitutes acceptance of amendments.

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§15. Governing Law and Final Provisions

1. This Agreement shall be governed by the laws of Poland.
2. Any disputes shall be resolved by the court having jurisdiction over the Provider's registered office.
3. This Agreement enters into force upon purchase of the Subscription.