

## Rules of the Axence Referral Program

## § 1. General Provisions

- 1. These Rules determine the terms and conditions of the Axence Referral Program.
- 2. The organizer of the Referral Program is Axence sp. z o.o. sp.k., with its registered office in Kraków, ul. Na Zjeździe 11, 30-527 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Economic Division of Krajowy Rejestr Sądowy (KRS, National Court Register) under the KRS No. 0000314005, NIP (Tax Identification Number) 6751399589, REGON (Statistical Number) 120773290 (hereinafter referred to as Axence).
- 3. The User's participation in the Referral Program is tantamount to their consent and acceptance of these Rules.
- 4. **Referrer** is an Axence customer who recommends the purchase of a new license for Axence nVision<sup>®</sup> software to the Referred Person.
- 5. **Referred Person** is a person to whom the Referrer recommends the purchase of Axence nVision<sup>®</sup> software and who indicates such referral in the Quotation form.
- 6. Active Contact is a person meeting one or more of the following conditions:
  - a) has Axence nVision® software, version 7.0 or newer,
  - b) is in the process of sales project reservation (performed by Axence Partner or a reseller),
  - c) is currently talking with Axence Business Consultant with the intention to purchase Axence nVision® software.

## § 2. Participation in the Program

- The Referral Program allows the Referrer to recommend Axence nVision<sup>®</sup> software to a Referred Person and to receive the resulting Bonus as specified in section III.
- 2. For the Referrer to collect the referral Bonus, the Referred Person must submit their data and the data of the Referrer in the Quotation form and must pay the VAT invoice for Axence nVision<sup>®</sup> software.
- 3. The Referrer must be an active Customer of Axence, i.e. must possess a paid license for Axence nVision® software.
- 4. To be eligible for participation in the Program in role of the Referred Person, the Customer cannot be an Active Contact featured in the Axence database.
- 5. The Referred Person indicates the Referrer:
  - a) when sending the request for quotation at website http://axence.net/pl/zamow-axence-nvision or http://axence.net/en/orders;
  - b) in the field "Where did you find out about Axence?" selects the option "Friend/co-worker";
  - c) enters the full name, e-mail address and company name of the person who has recommended the Axence nVision® software.
- 6. If the Referred Person is not qualified for participation in the Referral Program, the Referrer shall be notified about this within 10 business days from the submission of application by electronic means, and the grounds for such a decision shall be given.

## § 3. Referrer's Bonus

- 1. The bonus for the Referrer is a voucher for a percentage discount for the renewal of the Service Agreement for Axence nVision® software. The Voucher can be used when purchasing the renewal of the Service Agreement for the maximum of 3 years.
- 2. The value of percentage discount from the net price for the renewal of the Service Agreement depends on the value of purchase of a New License by the Referred Person.
  - a) 3% discount for Customers who have encouraged a New Customer to purchase Axence nVision<sup>®</sup> software for the net amount of up to USD 1,399;
  - b) 5% discount for Customers who have encouraged a New Customer to purchase Axence nVision<sup>®</sup> software for the net amount of USD 1,400 to USD 2,799;
  - c) 10% discount for Customers who have encouraged a New Customer to purchase Axence nVision<sup>®</sup> software for the net amount exceeding USD 2,800.
- 3. The Voucher with the percentage discount for the renewal of the Service Agreement shall be sent by Axence to the Referrer's e-mail address given during the registration of Axence user account Axence Account.
- The Voucher shall be sent by Axence within 20 business days from the date of payment made by the New Customer for the invoice for Axence nVision<sup>®</sup> software.
- 5. The Voucher expires after 30 calendar days.
- 6. The Voucher can be used only by the company of the Referrer.
- 7. The Voucher can be used only once.
- 8. When the Referrer refers more than one person who purchase new Axence nVision<sup>®</sup> licenses, the amounts of their orders are added up, subject to the thresholds specified in item 2. The Referrer may collect the maximum amount of USD 2,800, making them eligible for the maximum of 10% discount for the Service Agreement renewal.
- 9. The billing period of the Referral Program is 365 days, which means the Referrer can add up the amounts of orders of the Referred Persons for 365 days in order to be eligible for a higher discount. After such a time the new license amounts are no longer applicable.
- 10. When the Referrer uses the discount, the cumulative adding up of Referred Persons' order amounts is stopped. The next finalized transaction of a Referred Person starts the new billing period of the Referral Program.
- 11. The basis for a percentage discount for the Service Agreement renewal obtained by the Referrer is the net price specified on the VAT invoice related to the purchase of a new license by the Referred Person.
- 12. When purchasing a new Service Agreement, the start date is the expiry date of the current Agreement, not the day of submitting the request to continue the Agreement.
- 13. If the Referred Person pays for the Axence nVision<sup>®</sup> license in installments, the basis for the discount for the Service Agreement is the amount of the first installment.