

License Agreement for SmartFactory™ Software Family Computer Program by CAS

Preamble

NOTE. Before you install the SmartFactory™ software family computer program by CAS (hereinafter referred to as "Program") read the text below, which is a legally binding agreement concerning the Program.

The Program includes: computer software made by CAS, documentation in printed and electronic forms, license codes and files and this "License Agreement for SmartFactory™ Software Family Computer Program by CAS". Data carriers are not part of the Program.

If you do not accept any provisions hereof renounce installation or any other utilization of the whole Program or any part thereof.

§ 1. Parties to the Agreement

The Agreement is entered into by CAS dr inż. Mariusz Postół based in Łódź, Poland, ul. Wólczańska 128/134, hereinafter referred to as Licensor, and the Program Licensee being a natural or legal person, hereinafter referred to as Licensee.

§ 2. Copyrights

The Licensor declares that he owns exclusive copyrights, both personal and pecuniary, to all components of the Program.

The Licensor declares that the Program along with all attachments thereto are not encumbered with any rights or claims of third parties and, in particular, entering into and execution of the Agreement by the Licensor does not require any permits by any third parties.

The Program is licensed, not sold and it is protected by Polish copyright law (law on copyright and related rights of Feb.4, 1994, as amended), international treaty provisions, as well as other international intellectual property laws and treaties. Any violation thereof results in civil and criminal liability.

The Licensee realizes and accepts that the intellectual property rights to the Program are and will remain exclusive property of the Licensor. This Agreement does not assign or grant those rights to the Licensee. The Licensee shall not take any action to the detriment of or intended to restrict or interfere in the intellectual property rights. Any non-authorized exercising of the intellectual property rights is a violation of provisions of this Agreement and the intellectual property law including copyright law and law on trademark protection in an unlimited extent.

§ 3. Entering into and validity term of the Agreement

The Agreement is entered into by installing, multiplying or any other using of the Program. If the distributed product is received on a CD-ROM the Agreement will be entered into by breaking a special protective seal. The Agreement shall be valid until expiration of the term limitation as per § 4 item 3 letter c or termination of the Agreement as per § 7.

§ 4. Subject matter of the Agreement

1. Granting of the license

The Licensor hereby grants the Licensee, for his own use, without exclusivity, without the right to transfer (subject to § 6 item 3) or sublicense the commercial license (End User) - one of the following license types:

- a. Fixed-term License (TRIAL)
- b. Commercial License (End User)

2. License type

The license type is given in an agreement between Licensee and Licensor.

The license does not include the right to use the Licensor's trademark unless other agreements between the parties determine otherwise.

3. Limitations on the scope of Program use

The Licensor imposes restrictions on the scope of Program use, concerning:

- a. the maximum number of business procedures processed a year (quantitative limitation)
- b. functions executed by the Program according to its current edition (functional limitation)
- c. period of use as of the installation date or another fixed date after which the Program will stop functioning. The date may be determined in absolute terms (a definite date, e.g. July 7, 2020) or relatively, e.g. 3 years after the date of Program installation (term limitation). If there is no term limitation, the (indefinite) license concerns the main number of the Program version as described by the first figure in the Program version number.

4. License general terms

- a. Fixed-term license (TRIAL)
 - i. The fixed-term license is of provisional nature and it is designed for any Licensee who wants to test the Program.
 - ii. The fixed-term license is free of charge and has term limitation only.
 - iii. The fixed-term license may be used for purposes other than usefulness evaluation only by holders of valid commercial licenses until the new license file has been issued.
 - iv. If used for testing purposes, commercial use of the Program is allowed only after a commercial license has been acquired. In particular, it is unacceptable to use the fixed-term license repeatedly for testing purposes in the same location (information system).
- b. Commercial license (End User)
 - i. The commercial license is payable, it has no time limitations and requires program deployment.
 - ii. The commercial license may have quantitative, term or functional limitations.
 - iii. Under the license, the Licensor gives the Licensee permission to install and use the Program on one computers farm.
 - iv. Under the license, the Licensee has the right to repeatedly install the Program.
 - v. Within the commercial license, the Licensee receives a free maintenance option (MAINTENANCE), i.e. he is entitled to a free update of the Program to its latest version within the main number during one year after the date of license acquisition; after that date the option is mandatory and payable.

§ 5. Rights and responsibilities of the Licensor

1. Modification and updating

The Licensor reserves the right to extend the Program, at his sole discretion, by additional elements and functions and to repair, update and modify the same. The Licensee accepts that the Licensor is not obliged to supply the Licensee with next versions of the Program. The Licensee agrees to enter into the agreement in a new version if he wants to download, install and use the Program new version. The Program may include third parties' components.

If the Licensor receives any feedback on the Program from the Licensee during the validity term of the Agreement, he can use the same free of charge in any way and for any purpose, also for improvement of the Program and its commercialization.

2. Exclusion of liability

The Program is delivered "as is" without guarantee or warranty of any kind, express or implied, including but not limited to guarantees of quality, proper operation, merchantability, fitness for a particular purpose. Furthermore, the Licensor makes no guarantees that the Program will be always available, prompt, safe, accurate, complete, error-free or free from interruptions or other failures, that the software will meet your requirements or cause no data loss. In no event the Licensor shall be held liable for any damages whatsoever, including, without limitation, damages for loss of business profits, any incidental or consequential damages, damages arising out of the infringement of provisions of the Agreement by the Licensee or the use of or inability to use the Program.

3. Assignment

The Licensor can assign this Agreement and all rights resulting therefrom at his own discretion and without prior notice.

§ 6. Rights and responsibilities of the Licensee

The Licensee declares that he has capacity to enter into this Agreement and obey provisions thereof. Furthermore, the Licensee undertakes to carry out his responsibilities under this Agreement and keep to regulations concerning utilization of the Program at all times.

1. Distribution and multiplication of the Program

It is prohibited to distribute the Program and multiply it permanently or temporarily as a whole or part by any means and in any form. It is only permissible to make any number of emergency copies of the Program in case of failure, however on the stipulation that they cannot be used simultaneously with the Program.

2. Modification of the Program

The Licensee shall not undertake, cause, agree to or authorize any modification, adaptation, creation of derivative elements, translation, decompilation, disassembly or reverse engineering of the Program or any part thereof or making any other changes to the Program, also in order to correct errors therein. The Licensee has no right to make studies basing on algorithms used in the Program. He must not remove or change trademarks and information about the Licensor included in the Program and associated materials.

3. Assignment

The Licensee shall not sell, transfer, sublet, lease, distribute, export, act as an agent or supplier or make rights related to the Program or any part thereof available to any third parties. The Licensee can assign this Agreement and all rights resulting therefrom only to subordinate parties or parties that originate as a result of ownership changes or proprietary transformations of the Licensee. The assignment is conditioned by notification of the Licensor in writing.

4. Own risk

The Licensee accepts and agrees that the whole risk resulting from the Program operation is taken by the Licensee in the most extensive scope permitted under applicable regulations.

5. Export restrictions

The Program is subject to Polish export regulations. The Licensee must comply with all local and international import regulations applicable to the Program and pay all import charges and duties.

§ 7. Termination

The Licensor may terminate the Agreement forthwith if the Licensee grossly violates provisions thereof. After termination or expiration of the Agreement the Licensee is obliged to:

- a. Stop using the Program in any form.
- b. Remove the Program from all devices owned or controlled by the Licensee.
- c. Destroy originals and copies of the Program and documentation related thereto.

§ 8. Confidentiality

The Licensee acknowledges all technical, technological and commercial information that is not publicly known and that he learns in connection with the execution hereof to be a business secret of the Licensor and he undertakes to keep it confidential for 5 years after termination or expiration of the Agreement.

§ 9. Miscellaneous

The Agreement is governed by Polish legal regulations.

Provisions of the civil code and law on copyright shall be applicable to matters that are not regulated hereunder.

The court having jurisdiction over the Licensor's seat shall have exclusive jurisdiction over all disputes resulting from or concerning the Agreement.

THE LICENSEE DECLATES THAT HE KNOWS THE CONTENT OF THE AGREEMENT AND REALIZES HIS RIGHTS AND RESPONSIBILITIES AS WELL AS TERMS AND CONDITIONS PROVIDED HEREIN AND HE ACCEPTS THE SAME IN FULL.