

SOFTWARE LICENSE AGREEMENT

to be read carefully before buying any INNTEC.PL Engineer3D software

This license agreement (the "Agreement") is a legal agreement between the Licensee and the Licensor INNTEC.PL Spółka z ograniczoną odpowiedzialnością registered in Poland, Gdańsk (80-822) ul. Kocurki 1/29, for the software product identified hereafter.

Please read the following license agreement carefully before using the Software. If you do not accept the terms of this Agreement, you are not authorized to install or use the Software.

1. Definitions

Licensor – INNTEC.PL Spółka z ograniczoną odpowiedzialnością.

Licensee – The buyer of the right to use the software license on terms and conditions stipulated in this Agreement.

Software – the protected by copyright computer software named INNTEC.PL Engineer3D, including Documentation, intended for spatial modelling.

Update – subsequent versions of the Software supplied by the Licensor to the Licensee on terms and conditions stipulated in this Agreement.

Documentation – the technical documentation of the Software, including the Software installation and operation manual, supplied by the Licensor to the Licensee in hardcopy/digital form jointly with the Software.

External Libraries – external software components and external programs necessary to run the Software. External Libraries do not constitute an integral part of the Software and may be used regardless of the Software and regardless of accepting the terms and conditions of this Agreement.

License Code – means the confidential code transferred by the Licensor onto the Licensee to enable using the Software

Software Retail List Price – the Software price that is net EUR 11,000 (eleven thousand Euro).

Copyright – the Copyright and Related Rights Act of 4 February 1994 (consolidated text: Polish Journal of Laws 2017.880).

2. Subject of the Agreement

The subject of the Agreement is granting the Software License. The Software and all its copies remain the property of the Licensor, and any intellectual property rights, in particular economic rights to the Software as a computer program as stipulated in the Copyright Act, as well as the title and right to derive benefits from the Software shall remain the property of the Licensor at all times.

3. Representations of the Parties

3.1. The Licensor represents to be the entity entitled to grant the License and deliver the Software.

- 3.2.** The Licensee acknowledges and agrees that the Software is a proprietary product of the Licensor protected under copyright law and that this License Agreement does not convey to the Licensee any interest in or to the Software, but only a right of use the Software in accordance with the terms of this Agreement.
- 3.3.** The Licensee acknowledges that for the purpose of verification by the Licensor of the Software license, the Licensee shall connect with the Internet each time the Software is used.

4. License Types

4.1. Test License

- 4.1.1.** With the Test License, the Licensor grants to the Licensee the non-exclusive, free-of-charge, non-transferrable License for using the test Software on one computer by one user at a time. The Software may be used only for non-commercial and testing purposes.
- 4.1.2.** The Licensee shall not use the Test License for purposes other than those stipulated above. In particular, the Licensee shall not distribute, translate, copy or in any other way transform the Software. The Licensee agrees not to assign, transfer, lease, rent, give for use or make the Software available in whole or in part to any third parties, whether free of charge or not, in any legal form or otherwise. The Licensee shall not use the Software for developing any of its products within the scope of its commercial operations.
- 4.1.3.** The License stipulated in this clause is granted for 30 days.
- 4.1.4.** The Licensee shall not reverse engineer the Software.
- 4.1.5.** The agreement entered into between the Parties for granting the Test License shall enter into force as from transfer by the Licensor of the License Code onto the Licensee and remain in force until expiry of the License Code.
- 4.1.6.** The Test License may be terminated by the Licensor at any time in case of breach by the Licensee of the provisions hereof.
- 4.1.7.** Following the expiry of the Software Test License, the Licensee shall not be able to use the Software.
- 4.1.8.** In case of breach by the Licensee of the provisions hereof, in particular in case the Licensee commences using the Test License for commercial purposes, the Licensor shall be authorized to issue a VAT invoice for the sum equal to the license fee according to the Software Retail List Price increased by 10% of contractual penalty. Following the expiry of the Software Test License, the Licensee shall return to the Licensor any copies of the Software.

4.2. Educational License

- 4.2.1.** With the Educational License, the Licensor grants to the Licensee the non-exclusive, free-of-charge, non-transferrable License for using the educational version of the Software. The Educational License may be used only for educational purposes.
- 4.2.2.** The Software may be installed on a single computer, but only at the physical location where the educational purposes will be fulfilled.

- 4.2.3.** The Software may be installed on multiple computers only with the Licensor's consent. The Software may be installed only on computers at the physical location where the educational purposes will be fulfilled.
- 4.2.4.** The Software may be used only in the premises of the institution which will use it for academic purposes.
- 4.2.5.** The Licensee shall not reverse engineer the Software.
- 4.2.6.** The Licensee shall not distribute, translate, copy or in any other way transform the Software. The Licensee agrees not to assign, transfer, lease, rent, give for use or make the Software available in whole or in part to any third parties, whether free of charge or not, in any legal form or otherwise. The Licensee shall not use the Software for developing any of its products within the scope of its commercial operations.
- 4.2.7.** The Educational License is granted for the term agreed on between the Licensor and the Licensee.
- 4.2.8.** The Licensee acknowledges and accepts that any use of the Software other than stipulated above is not allowed under this Agreement and required another License type.
- 4.2.9.** In case of breach by the Licensee of the provisions hereof, in particular in case the Licensee commences using the Test License for commercial purposes, the Licensor shall be authorized to issue a VAT invoice for the sum equal to the license fee according to the Software Retail List Price increased by 10% of contractual penalty. Notwithstanding the right stipulated in the preceding sentence, the Licensor shall be entitled to terminate the Agreement between the Parties in accordance with clause 11 hereof.

5. Commercial License

- 5.1.** With the Commercial License, the Licensor grants to the Licensee the non-exclusive, chargeable, non-transferrable License for using the Software for commercial purposes.
- 5.2.** The Licensee shall not distribute, translate, copy or in any other way transform the Software. The Licensee agrees not to assign, transfer, lease, rent, give for use or make the Software available in whole or in part to any third parties, whether free of charge or not, in any legal form or otherwise.
- 5.3.** Without the Licensor's consent, the Licensee shall not make the Software source code public, whether in whole or in part.
- 5.4.** The Commercial License is perpetual.
- 5.5.** The Software may be used only on a single computer owned by the Licensee. For the purposes of this license Agreement, a single computer means a central processing unit with one keyboard.
- 5.6.** License Code

The Software is accessed through the License Code connected with the computer on which the Software is to be used. Each License Code has its expiry date. After expiry of the term agreed on between the Licensor and the Licensee, the Licensee shall receive a new License Code. If the computer on which the Software is used becomes non-operable or replaced with another one during the License Code term, the Licensee may receive a new License Code to use the Software on another computer provided that the Licensor has been notified in writing that the previous computer is out of use.

6. Licenser's Rights

- 6.1.** The Licenser may, directly or through third parties, gather and use technical information about the Licensee or data the Licensee makes available in connection with using the Software. The Licenser reserves the right to gather the above-mentioned data only for the purpose of detecting and preventing illegal use of the Software. The Licenser shall take all reasonable means to gather only those data that may warn about any breach. The Licensee acknowledges and accepts that during the term of use of the Software the Licenser may gather, disclose to third parties, store and analyze information for the purpose specified above. The Licenser shall monitor the use of the Software in accordance with the license terms and conditions.

7. License Fees

- 7.1.** The Licenser's remuneration for granting the right to the Commercial License on terms stipulated in this License Agreement is determined either in the Software Retail List Price or in the Software offer addressed to the Licensee. The remuneration shall cover all Software Updated for one year following the conclusion of this License Agreement.
- 7.2.** The remuneration shall be paid in advance of performance by the Licensee hereunder, against a VAT invoice duly issued and delivered to the Licensee.
- 7.3.** Once the Licensee has transferred the license fee to the Licenser's bank account, the Licenser shall provide the Licensee with a valid License Code to use the Commercial License.

8. Updates

- 8.1.** The Licensee may acquire rights to use subsequent Software Updates against a fee separately agreed on with the Licenser in accordance with the valid price list.
- 8.2.** For proper use of updated Software, the Licensee may not buy any of the subsequent Updates but is obliged to buy all of the Updates introduced since the Licensee's previous version.

9. External Libraries

- 9.1.** The license provisions on rules of using External Libraries shall be available in the doc section directory following Software installation.
- 9.2.** The Software makes use of the following External Libraries available through free software licenses: curl, dbus, efl/elementary, expat, fontconfig, freetype, fribidi, gcc, gettext, giflib, glew, glfw, harfbuzz, libjpeg, libpng, libsndfile, libtiff, lua, minizip, openssl, pango, win-iconv, winpthreads, zlib.
- 9.3.** Using the Software after its installation shall be deemed as acceptance of the license provisions on rules of using External Libraries. While using the Software, the Licensee may use other available libraries. The Licenser shall not be held liable for any damages incurred by the Licensee in connection with using the Software jointly with libraries other than the External Libraries.

10. Limitation of Liability.

- 10.1.** The Licensor shall not be held liable for fitness of the Software for particular purposes assumed by the Licensee.
- 10.2.** The Licensor shall not be held liable for improper functioning of the Software or External Libraries, or for any consequences so caused.
- 10.3.** The Licensor shall not be held liable for any failure to use the Software on a given computer of the Licensee, in particular for any interruptions or breaks in the Software functionalities caused by hardware differences, Internet connections settings, or personalization of the Licensee's system or software environment. The Licensor provides no guarantee for the Software to operate always in a continuous, infallible and uninterrupted way, or that to comply with the hardware or system requirements for components supplied by third parties.
- 10.4.** The Licensor shall not be held liable for any personal or material damages suffered by the Licensee or third parties as a result of non-performance or improper performance of the Agreement, or use or inability to use the Software by the Licensee, including damages caused by Software defects or errors, in particular the Licensor shall not be held liable for any loss of information or profit by the Licensee, for the Licensee's inability to use Software effectively or any loss resulting from computer failure, or for dysfunction of other software used so far by the Licensee.
- 10.5.** The Licensor shall not be held liable for the Licensee's inability to functionally use the Software in whole or in part if it results from update or modification of the Software or of other computer programs used by the Licensee.
- 10.6.** To the fullest extent permitted by applicable law, all and any warranties are excluded and the Licensor is not bound by any explicit or implied warranty of merchantability or fitness for a particular purpose.
- 10.7.** The Licensee shall be solely liable for proper selection and the consequences of using the Software, as well as the intended or actual results thereof.

11. Termination of the Agreement

- 11.1.** This Agreement shall enter into force as of the transfer of the License Code by the Licensor onto the Licensee.
- 11.2.** The Licensor shall have the right to terminate the Agreement at any time in case of breach by the Licensee of the provisions hereof, in particular in case of breach of the Licensor's economic rights to the Software. In case such breach is found, the Licensor shall notify the Licensee of the irregularities and demand the breach be remedied and restored to the proper state in compliance with the Agreement. The notice shall be made in writing and sent by standard or electronic mail to the Licensee, and the deadline for remedy shall be seven days following receipt of the notice by the Licensee. In case the Licensee fails to remedy the breach, the Licensor shall have the right to terminate the Agreement. In case the Licensee fails to collect the correspondence, the notice shall be deemed duly served.
- 11.3.** In the event the Agreement is terminated by the Licensor, the Licensee shall immediately abandon any use of the Software, uninstall all Software versions and permanently remove all other copies held at the Licensee's disposal.

12. Confidentiality

- 12.1.** The Licensee shall not disclose to any third parties any information concerning the Documentation delivered jointly with the Software.
- 12.2.** The Licensee shall keep confidential all and any information concerning the Licensor and the Licensor's business operation obtained for the purpose of using the software.
- 12.2.1.** The Licensee shall be exempt from the confidentiality obligation specified in clauses 12.1 and 12.02 of this License Agreement, if the information is no longer a secret or has been made available to the public, or its disclosure is demanded by authorized public administration bodies or court in the form and scope provided for by law, however, only to the extent this is necessary.
- 12.3.** The Licensee shall immediately notify the Licensor of any discovered loss, disclosure or reproduction of the information, breach of confidentiality or misappropriation of information specified in clauses 12.1 and 12.02 of this License Agreement.

13. Contractual Penalty

- 13.1.** In the case of nonperformance or improper performance hereunder, the Licensee shall pay to the Licensor the following contractual penalties:
- a) In the event of breach of the provisions hereof with regard to the economic rights resulting from the Copyright – 10% of the Software Retail List Price specified in clause 7.1 hereof for each breach,
 - b) For termination hereof by the Licensor for reasons attributable to the Licensee - 20% of the Software Retail List Price.
- 13.2.** If the damage incurred exceeds the value of contractual penalties specified in clause 12.1 above, the Licensor shall be entitled each time to claim compensation in excess of the contractual penalties.

13. Final Provisions

- 13.3.** To any matters not regulated herein the provisions of the Civil Code – the Act of 23 April 1964 and of the Copyright and Related Rights Act of 4 February 1994 shall apply.
- 13.4.** Any disputes resulting from this Agreement, which cannot be resolved through negotiations, shall be resolved by a common court with jurisdiction over the registered office of the Licensor.
- 13.5.** By installing the Software on a computer and using same the Licensee accepts the provisions of this Agreement.

LICENSER

Company name: INNTEC.PL Spółka z ograniczoną odpowiedzialnością

Company address: ul. Kocurki 1/29, 80-822 Gdańsk, Polska

VAT Reference Number (NIP): PL5833220509

Company Registration Number (REGON): 365840929

National Court Register (KRS): 0000646406

E-mail: engineer3d@inntec.pl