

NOTICE

Installation of the Program implies agreement to the Licence Terms - without reservations

LICENSING TERMS AND CONDITIONS for program versions released after 01/05/2020

I. Definitions

1. The definitions used in the software Licensing Terms and Conditions have the following meaning:

a. **Program** – an independent and original work in the form of a computer program, subject to the protection specified in:

- i. The Copyright and Related Rights Act,
- ii. The Database Protection Act

along with the other elements contained therein (in particular the program documentation) that are not a computer program within the meaning of the Copyright and Related Rights Act, subject to protection as items of intellectual property belonging to the Licensor.

b. **License** – Licensee's right to use the Program functionality, granted by the Licensor under the terms and conditions laid down in these License Terms and Conditions.

c. **Licensee** – any person who, in accordance with the law and the conditions set out in the agreement and License Terms and Conditions, obtained the Program License.

d. **Licensor** - ArCADiasoft Chudzik general partnership with the premises in Łódź, 85/87 Sienkiewicza st., registered at National Court Registry with id no. KRS 0000316955, District Court for Łódź-Śródmieście in Łódź, XX Department of National Court Registry.

e. **License Terms and Conditions** – this document specifying the general terms and conditions for granting the License by the Licensor to the Licensee within the scope not covered by the agreement.

II. General Provisions

1. The Licensor may grant the Licensee the following Licenses under the terms and conditions set out below, in one of the variants :

a. Commercial license,

b. Trial license,

c. Student license and Training license,

d. Academic license.

2. These License Terms shall apply to Licenses, unless the content of individually set agreements stipulates otherwise.

3. Upon acquisition in accordance with the law of the Program, the Licensor grants the Licensee the Program license on the terms and conditions set out below, with the proviso that:

a. The license is generally granted as a non-exclusive and territorially unlimited license,

b. The license is as a rule granted for a fee, the amount of the license fee is specified in the agreement concluded by the Licensor with the Licensee, with the proviso that the Licensor allows for the possibility of providing free Licenses,

c. The Licensee is not entitled to transfer the License to third parties (sublicense),

d. The Licensee may not lend, lease or rent, dispose of or transfer the License to third parties in any form or under any title, free or paid,

e. The Licensee has the right to use the License in the forms of use specified below:

i. Using the Program for its intended purpose, under the terms and conditions of the License, in particular by:

- entering into the permanent memory of a computer or other terminal devices, e.g. on the hard disk (further: installing),
- moving the Program between computers or other end devices,
- entering into the RAM memory of computers or other end devices (further: run),
- using the Program in accordance with its functionality,
- using the Program on many computers or end devices, provided however that at a given time the Program is used only on one unit on which security has been activated

ii. Making a backup copy of the Program, also for archival purposes.

4. By installing the Program consent is given to the Licensor for obtaining access to information stored on the telecommunications terminal device on which the Program is installed. This consent applies to the following data (further: data from the end device):

a. User number.

b. Computer identifier containing this data :

- i. Hardware components,
- ii. Operating system,
- iii. System date and time.

c. Identifier of the Program module, including its installed version.

d. A request to activate or deactivate security for the Program.

5. All data from the end device, accessed by the Licensor are used for:

a. License management, allowing for:

- i. verification of the compliance of the Program use with the License,
 - ii. determining the Program's duration of use for a given Licensee (for time limited Licenses).
- b. Ensure a lack of conflicts between the Program and other software installed on the

end device, in particular with other Licensor Programs that share resources installed on the end device.

c. Ensure the Program compatibility with the end device, prepare any patches or updates to the Program.

6. When installing the Program, the Licensee has the option, using the properties of the computer's operating system or other end device, to determine the conditions for accessing the indicated information - the default setting is continuous.

7. Obtaining access to the indicated data by the Licensor does not cause configuration changes unrelated to the Program in the Licensee's end device or to third party software installed on this device.

8. The trial, student, training and academic licenses may be used only for non-commercial purposes. These licenses may not be used for commercial purposes or even indirectly related to commercial or moneymaking purposes, including for commercial design, even if the commercial purpose has not been achieved.

III. Types of license granted

1. Commercial license

a. With regard to the Commercial License, the above-mentioned License Terms and Conditions shall apply, subject to the following reservations.

b. The moment of installation and running of the Program does not affect the payment due to the Licensor for granting the License to the Program. The chargeability of this amount is specified in the relevant document.

c. The License is granted for a defined period of time, indicated when installing the Program or uploading license protection, in the agreement or in another document. In the absence of an indication of the duration, it is assumed that the License is granted for an indefinite period.

d. The Licensor may terminate the License due to the failure to pay license fees or at least one month's delay in the payment of fees.

2. Trial License

- a. The trial license is granted on the terms set out in the License Terms and Conditions, subject to the following reservations.

- b. The trial license is granted only for an indefinite period and may have limitations specified in the Program. Functional restrictions can also be activated after a specified time, counted from the moment the Program was installed on a given computer or other end device.

3. Student License and Training License.

- a. Student license and training license are granted on the terms set out in the License Terms, subject to the following reservations.

- b. Student Licenses may only be used by Licensees with the status of a university student or a student of another educational establishment.

- c. Training License may only be used by Licensees participating in training.

- d. Student license and training license are granted only for a specified period of time, indicated when installing the Program or uploading license protection and may have limitations specified in the Program.

4. Academic License

- a. The academic license is granted on the basis of a separate agreement, on the terms specified for a commercial license, subject to the following reservations.

- b. An academic license can only be obtained by a Licensee who, at the time of receiving the license, has the status of a university, educational establishment or entrepreneur whose activity includes the provision of training and consulting services.

- c. The academic License is intended for educational purposes only, it can be used only within the framework of and in the course of teaching.

d. The academic License is granted only for a specified period, indicated in the agreement or in another document.

e. For academic Licenses, the License Terms and Conditions are only supplementary and do not constitute the conclusion of a new license agreement.

IV. License update

If the Licensee acquires an update of the License for the Program extended with new functionalities (modules) in relation to the version he possesses, the existing License shall expire 90 days from the date of purchasing the updated License. The use of the existing version of the Program is in this situation a violation of the terms of the License.

V. Restrictions on the scope of the granted License

1. It is forbidden to modify, translate, adapt the Program or Documentation in full or partially, and to use it in any other way than described by the License or the Copyright and Related Rights Act or the Database Protection Act.

2. Reverse engineering, decompiling, disassembly of the Program or other ways of obtaining information about the internal structure or operation of the Program is prohibited, except to the extent that it is expressly permitted by mandatory provisions of law.

3. The transfer of all or part of the rights of the license to another entity, can only take place with the consent of the Licensor expressed in written or electronic form to be valid. In such a case, the Licensor will be entitled to collect a separately agreed on fee for this.

4. The transfer of rights from the License to another entity does not constitute a sub-licensing of that entity by the Licensee or the granting of a new License by the Licensor. In the event of such a transfer, the Licensee is obliged to immediately uninstall the Program, remove it from all media and all electronic records, destroy a copy of the Program and, if possible, return the License protection to the Licensor.

5. It is prohibited to remove, change or cover copyright information, in particular information and markings of the Licensor contained in the Program.

VI. Rights and Obligations of the Licensee

1. The Licensee shall have the right to use the Program under the terms set out in the License Terms and Conditions only for the intended purpose of the Program and the License that was granted to the Licensee.

2. The Licensee is obliged to comply with the License Terms and Conditions as well as to pay the license fee in a timely manner, if due.

3. The Licensee is required to familiarize himself with the technical requirements of the equipment on which the Program is to be installed, before installing it.

4. The Licensee will install the Program in accordance with the instructions contained in the installation program.

5. Removing the Program from a computer or other end device does not terminate the Licensee's obligations under the License Terms and Conditions as well as the concluded license agreement.

VII. Rights and Obligations of the Licensor

1. The Licensor has the right to control the compliance of the Licensee's use of the Program with the License Terms and Conditions, in particular based on the data referred to in point II.4.

2. If it is determined that the Licensee is using the Program in a manner inconsistent with the License Terms and Conditions or the generally applicable law, the Licensor shall have the right to terminate the license agreement in writing or in electronic form, under pain of being declared null and void with immediate effect. In such a situation, the Licensor is also entitled to pursue any claims from the Licensee in accordance with generally applicable law.

3. The Licensor reserves the exclusive proprietary rights to the Program and its modifications and extensions.

VIII. Licensors Responsibilities for the Program

1. The Licensor does not guarantee that the Program will function properly in every environment and operating system, however, it will exercise due diligence to prepare appropriate patches based on the data referred to in point II.4 in order to promptly remove identified problems.

2. The Licensor will exercise due diligence to ensure that the Program carrier is free from technical defects that prevent proper installation of the Program.

3. In the event of a defective Program carrier, the Licensee is entitled to a free replacement of the carrier without the possibility of withdrawing from the license agreement and without the right to any compensation. The complaint should be lodged by the Licensee as soon as the defect becomes apparent, but no later than 14 days from the date of delivery of the Program. The cost of providing the defect-free carrier is borne by the Licensor.

4. The Licensor shall not be liable to the Licensee or third parties for any consequences, including any damages related to the use and exploitation of or the inability to use and exploit the Program, unless the damage was caused by the intentional fault of the Licensor.

5. Subject to section 6, the Licensor shall not grant the Licensee a guarantee for the Program.

6. The Licensor will make every effort to ensure that within 60 days of the date of License acquisition and in the event the License is granted for a shorter period, during this shorter period, the Program will have the properties and functionalities indicated by the Licensor in the documents regarding the program that were the underlying basis for the purchase decision. If this were not the case, the Licensor will, at its own choice, attempt to eliminate the irregularity and, if it turns out to be ineffective, withdraw from the agreement or withdraw from the agreement without attempting to eliminate the irregularity. In the event of withdrawal from the agreement, the Licensor will reimburse the Licensee the license fee he has paid, and the Licensee shall be obliged to return to the Licensor the Program and all additional elements related thereto within a period specified by the Licensor.

IX. Program Protection

A. Dongle

1. If the Program is secured with a dongle, the Licensee is entitled to only one dongle, subject to section 2 and section 5. The Licensor is not liable for the loss of the dongle by the Licensee or third parties.

2. In the event of theft of the dongle, the Licensee may receive an additional dongle under the following conditions:

a. notification to the Licensor that the dongle has been lost together with the confirmation of submitting the notification of a suspected crime,

b. paying the fee for the additional dongle, which includes: handling fee and the fee for the issued dongle in the amount in accordance with the current price list at the time of issuing the VAT invoice.

3. The Licensor reserves the right to refuse to issue an additional dongle in the event of reasonable doubt as to the reliability of the application or the documents attached to it.

4. In the event of a dongle loss other than theft, the Licensee shall not be entitled to obtain another dongle.

5. In the event of the destruction of the dongle, the Licensee may be issued a new dongle after returning the destroyed dongle to the Licensor and paying the fee described in section 2.b.

6. The Licensor may provide a new dongle with a different hardware specification than the original one, if as a result of technical progress it no longer uses the existing dongle.

B. Software protection or over network protection

1. The software protection is an activation file that protects the Program, consisting of, among others, the name of the Licensee (name and surname or company name) and the individual user number assigned to the Licensee.

2. After receiving the software protection, the Licensee is responsible for its security and not sharing it with third parties.

3. In the event of loss of the activation file, the Licensee may receive from the Licensor a new activation file after paying the handling fee.

4. The Licensor may secure the program using network protection. In such a situation, in order to activate the program, an internet connection is required. During activation, the Licensee may choose to use the Program with or without Internet access. The Licensor will inform the Licensee about the application of this type of security prior to the conclusion of the agreement, indicating the detailed way in which such protection works.

X. Reservations

1. The program is intended as a design aid and cannot replace independent testing of the safety or usability of designed elements.

2. The Licensee and other persons using the Program are responsible for conducting independent procedures for testing the results obtained, including any elements designed using the Program.

3. The Licensor is not responsible for the results obtained and, in view of the progress of technology, does not rule out errors in the processing of data for all cases.

XI. Final Provisions

License Terms and Conditions are subject to and are interpreted in accordance with the provisions of generally applicable Polish law.

XII. Licensee's Statement

The Licensee declares that he has read the License Terms and Conditions and accepts them as binding, which will be confirmed during installation by checking the appropriate check box, by default it will be marked that he has not read the License Terms and Conditions (which will prevent the installation of the Program).

LICENSING TERMS AND CONDITIONS

For programs and updates released before 01/05/2020

NOTICE

Installation of the Program implies agreement to the Licence Terms - without reservations

The computer software [Program] as well as user's materials [Documentation] provided by the Program's producer constitute intellectual property of ArCADiasoft Chudzik general partnership with the premises in Łódź, 85/87 Sienkiewicza st., registered at National Court Registry with id no. KRS 0000316955, District Court for Łódź-Śródmieście in Łódź, XX Department of National Court Registry [ArCADiasoft] and its licensors to whom the copyrights are entitled.

I. Grant of Licence

A. Commercial Licence

1. With the completion of the installation process of the Program ArCADiasoft grants the user of legally acquired data carrier with the Program [User] non-exclusive and non-transmissible Licence to use the provided Program or Documentation in electronic or printed form - subject to the terms stated in the Software Licence Agreement.
2. The program's usage implies its installation on the computer, use according to its functions and its storage.
3. The moment of completion of the installation process of the purchased Program does not urge the User to pay ArCADiasoft; the date of payment is determined by the proper sale document.
4. The Program may be installed on only one computer unit which the User has legal right to (one unit licence). The Program may be transferred to another device of the same User as long as the Program is completely removed from the former device.
5. The Licence is granted for a definite time: shown at the installation of the Program, in the contract, in the sale document of the Program or in the provided Program Licence Certificate in print [Certificate]
6. If the time of the licence is unstated as in point 5, it implies the time of licence is unlimited.

7. Licence is not limited territorially.

B. Trial Licence, Student Licence

1. Trial Licence and Student Licence are granted on the terms of commercial licence allowing the points as follow.

2. Student Licence shall only be granted to a User who at the moment of acquiring of the licence has student status of academic level or other educational establishment.

3. Students Licence is granted only for a determined time, shown at the installation of the Program or in the provided Program Certificate.

4. Trial Licence is granted only for an unlimited time.

5. Student Licence shall only be used for educational purposes. Trial Licence may only be used for non-commercial purposes. Student Licence and Trial Licence cannot be used for commercial purposes, including commercial projects even though no profits would be gained.

C. Academic Licence

1. Academic Licence is granted on terms of separate agreement on the terms of commercial licence allowing the points as follow.

2. Academic Licence shall only be granted to a User who at moment of acquiring of the licence has the status of academic school, educational establishment or to an entrepreneur whose business includes training or counselling services.

3. Academic Licence is granted only for educational purposes and shall only be used in terms of educational classes. It is forbidden to use the licence to make commercial projects even though no profits would be gained.

4. Academic Licence is granted for the duration of one year.

5. For Academic Licence the Software Licence Conditions are of supplementary character and do not constitute to making a new licence deal.

II. Limitations:

1. The User is entitled to make only one back-up copy of the Program or the Documentation bearing in mind point 2 and point 3.
2. Documentation in electronic form may only be printed once without the right to copy or redistribution.
3. The Documentation in print may not be copied or redistributed.
4. It is forbidden to modify, translate, adapt the Program or Documentation in full or partially, and to use it in any other way than described by the Licence or the copyright law and neighbouring rights.
5. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law.
6. It is forbidden to sell, resell, license, rent, lease, lend, or otherwise transfer for value the Program or Documentation in full or partially as well as to make another contract transferring the rights to third parties without a special permit in writing issued by ArCADiasoft only after proper fees are paid.
7. It is forbidden to sublicense the Program or Documentation.
8. It is forbidden to remove, alter, cover any information of the copyrights of the Program and other proprietary notices of ArCADiasoft that appear on or in the Program or Documentation.
9. If any of the above restrictions is infringed it means the breach of the licence contract.

III. Program and Documentation Liability

1. The Program and Documentation are provided as are. In no event does ArCADiasoft warrant that the Program or Documentation is error free save point
2. ArCADiasoft does not guarantee that Program of Documentation shall function on every computer configuration and all operating software.

3. ArCADiasoft warrants that the media on which the Program and Documentation are furnished will be free of defects in materials and workmanship under normal use.

4. If the media carrying the Program or Documentation is faulty the User is entitled to free of charge exchange without the right to breach the contract and liability for damages. The User must report the fault of Program or Documentation instantly but not later than 14 days from delivery date. The costs of delivery of defect-free media shall be covered by ArCADiasoft except in special circumstances.

5. In no event shall ArCADiasoft be liable to the User or third parties for any damages caused due to use or inability to use of the Program or Documentation.

6. ArCADiasoft does not grant the guarantee for Program or Documentation.

IV. Program Authorization

A. Dongle

1. The user is entitled to only one dongle at a time with the exception of point 2 and point 3. ArCADiasoft is not liable for the loss of the dongle by the third parties.

2. If the dongle is stolen the User may receive another one if the following conditions are met:

a) The User must report the loss of the dongle to ArCADiasoft and forward the police report stating the fact of the theft along with any proof, if possible.

b) Issue a fee (which includes handling charges and the cost of the dongle according to the catalogue price when the VAT invoice was issued) for additional dongle.

3. ArCADiasoft may refuse to grant another dongle if the provided documents breed any doubts as of their authenticity.

4. In any other case the User is not entitled to another dongle.

5. If the dongle is damaged, the User may receive another dongle provided the damaged dongle is sent back to ArCADiasoft and a proper fee is issued as in point 2 b).

B. Software activation key

1. Software activation key is an activation file which protects the Program and includes User's individual data on the copy of software (name and surname) likewise User's registration code.

2. The User is held responsible for protection of the file not allowing access by third parties.

3. If the activation file is lost, before the expiry of five years from the date of acquisition of the programme, the User may receive another file after issuing handling charges.

V. Reservations

1. The Program and Documentation are designed as a help tool in project creation and cannot replace independent safety testing or usefulness of designed elements.

2. The User and third parties are held responsible for the conduct of independent testing procedures of the received results including all the elements designed with the use of the Program.

3. ArCADiasoft cannot be held responsible for the generated results and in respect to current advances in technology the derived data may not be error-free in every case.

VI. Applicable law

The Licence Agreement is subject to Polish law.

VII. User Statement

The User states that he/she has read, acknowledged and accepts the Licence Agreement as is, without reservations.

