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NOTICE

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

THE SOFTWARE LICENCE AGREEMENT

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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 licensers 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 4.

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

1. 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.