

License Agreement for Ultra Pack

Date: May 15, 2024

§ 1 Definitions

- 1.1 **"Ultra Pack"** – A set of tools created by GAM Studio Sp. z o.o., serving as an add-on for CAD Decor PRO, CAD Decor, CAD Kitchens programs (*programs with Render PRO Module).
- 1.2 **"Base Program"** – The software to which Ultra Pack is an add-on, i.e., CAD Decor PRO, CAD Decor, CAD Kitchens (*programs with Render PRO Module).
- 1.3 **"Licensor"** – GAM Studio Sp. z o.o., NIP: 125-172-76-45, the owner of the copyright to Ultra Pack.
- 1.4 **"Licensee"** – A natural or legal person granted a license to use Ultra Pack.
- 1.5 **"Key"** – A unique license code of the Base Program, which enables the activation and use of both the Base Program and the Ultra Pack add-on.
- 1.6 **"Digital Product"** – The immaterial form of delivering Ultra Pack software, which is not provided on any physical medium but is made available to the Licensee electronically.

§ 2 Subject of the Agreement

- 2.1 The Licensor grants the Licensee a non-exclusive, non-transferable, and non-sublicensable license to use Ultra Pack solely in connection with the Base Program.
- 2.2 The license applies only to the version of Ultra Pack provided to the Licensee at the time of entering into the agreement, without the automatic right to receive updates or new versions.

§ 3 Scope of the License

- 3.1 The license granted under this Agreement entitles the Licensee to use Ultra Pack in conjunction with the assigned Key. The Licensee has the right to install Ultra Pack on multiple computer workstations, provided that Ultra Pack is used only on one computer at a time and only in connection with the Key assigned to the Licensee.
- 3.2 The Licensee is not allowed to share the Key with third parties or to enable its use by more than one computer workstation simultaneously.

§ 4 Restrictions

- 4.1 Transfer, sale, rental, leasing, or other transfer of the license or copies of Ultra Pack to third parties without prior consent from the Licensor is strictly prohibited.
- 4.2 The Licensee agrees not to use Ultra Pack in a manner contrary to the law, good practices, and not to attempt to modify files, decompile or reverse engineer Ultra Pack.
- 4.3 Creating derivative products based on Ultra Pack without the written consent of the Licensor is prohibited.

§ 5 Copyright and Intellectual Property

5.1 The Licensee acknowledges that all copyrights, intellectual property rights, and other rights to Ultra Pack and all its parts remain the property of the Licensor.

5.2 The license agreement does not transfer any ownership rights to Ultra Pack, only a limited right to use it in accordance with the terms of this agreement.

§ 6 Control, Suspension, Termination of the Agreement, and Sanctions

6.1 The Licensor reserves the right to monitor the Licensee's use of Ultra Pack files to ensure compliance with the terms of this Agreement.

6.2 If the Licensor determines that the Licensee has violated the terms of this Agreement, the Licensor has the right to:

- Immediately suspend or terminate the agreement without a refund of the license fees,
- Immediately cease the Licensee's use of Ultra Pack and remove it from all devices,
- Remove Ultra Pack files from the Licensee's devices and demand the removal of Ultra Pack files from any devices on which they were installed without the Licensor's consent,
- Retain the amounts paid by the Licensee without the possibility of a refund,
- Impose a contractual penalty. The amount of the penalty will be determined based on the type and extent of the violation, taking into account the damage suffered by the Licensor.

6.3 Before applying the sanctions listed in 6.2, the Licensor will notify the Licensee of the identified violations and provide an appropriate period to rectify them, unless the violation is so serious that it justifies immediate action by the Licensor without prior notice.

§ 7 Digital Product Status and Return Regulations

7.1 The Ultra Pack software subject to this Agreement is a Digital Product delivered to the Licensee exclusively in digital form.

7.2 The Licensee accepts and acknowledges that upon delivery, download, or activation of the Ultra Pack software, the delivery of the Digital Product is deemed completed, fulfilling the Licensor's obligation.

7.3 Due to the nature of delivering the software as a Digital Product, the Licensee has no right to withdraw from the Agreement or return the Product after it has been delivered by the Licensor.

7.4 The Licensee confirms receiving the information and consenting to the commencement of the service before the expiration of the withdrawal period, thereby consciously waiving the right to withdraw from the agreement after the Digital Product has been delivered by the Licensor.

§ 8 Miscellaneous

8.1 Any changes to the agreement require written form under pain of nullity.

8.2 Disputes arising from the agreement will be resolved by the competent court according to the Licensor's registered office.

8.3 The agreement is governed by Polish law.