



## License Agreement

September 12, 2021

### § 1

1. The present agreement (the Agreement) is entered into by:
  - a) Software manufacturer: CAD Projekt K&A Dąbrowski, Sterczała, Sławek Sp.J., with registered office at ul. Rubież 46, 61-612 Poznań, NIP: 779-00-34-266, REGON: 632223660, hereinafter referred to as the 'Licensor'.
  - b) Buyer of a computer program copy (hereinafter: Software), whose detailed data have been specified in the order for the purchase of the Software placed with the Licensor, in the event of entering into each agreement covering the use of the Software, including unconditional sale agreement or trial sale agreement, hereinafter referred to as the 'Licensee'.
2. Use of the Software referred to in this Agreement is possible solely on the basis of the provisions hereof and together with the Sale Agreement.
3. Conclusion of the Agreement takes place upon entering into the Sale Agreement, by accepting the Software Sale Terms and Conditions. The Agreement supplements the Sale Agreement and the Terms and Conditions of Sale and constitutes an integral part thereof.
4. The Parties agree that the following terms used herein shall have the following meaning:
  - a) Software - computer programs created and sold by the Licensor, i.e.: "CAD Kitchens" or "CAD Kitchens MAX" or "CAD Decor" or "CAD Decor PRO" or "CAD Decor Paradyż" or "CAD Cut" with or without an optional module: "CAD Cut Module" or "Professional Rendering Module" or "Export 3D Module" or "3D Viewer Module" or "Ceramic tiles Design Module" or "Ceramic Tiles Design Module with Tile Database Editor" or "Cabinet Design and Edition Module" or „CAD Share-it Module" or „Wardrobe Module".
  - b) Terms and Conditions of the Sale of Products to Consumers – a document accepted by the Licensee who is a consumer, while entering into the Software Sale Agreement with the Licensor, containing detailed provisions of the Sale Agreement and constituting an integral part thereof.
  - c) Sale Agreement – an agreement concluded between the Licensor and Licensee in the form of:
    - a written order accepted by the Licensor, in case of agreements concluded with entrepreneurs,
    - a written order accepted by the Licensor and Terms and Conditions of the Sale of Products to Consumers signed by the Licensee, in case of agreements concluded with natural persons not conducting economic activity (consumers).
  - d) Terms and Conditions of Sale – any provisions related to the performance of the sale agreement by the parties, agreed by them, included in the order and published on the Licensor's website at: [www.cadprojekt.com.pl](http://www.cadprojekt.com.pl).
  - e) Order – an offer to conclude the Software Sale Agreement addressed to the Licensor by the Licensee, including detailed data of the Licensee, duration of the agreement, price and payment terms, identification of the product being purchased and declarations required by law.
  - f) Temporary Key – temporary license enabling the Licensee to use the selected Software for a limited duration indicated in the Order.
5. Licensor grants the license specified in the Agreement for an indefinite period or for a fixed term, as specified in the Order.

### § 2

1. The License Agreement is entered into by the Licensee and the Licensor for both profit and non-profit purposes in the scope of carrying on a business by the Licensee, as in exclusively for educational purposes in order to run a profitable or unprofitable educational business or exclusively for licensees' personal purposes.
2. In the event of acquiring the license by the Licensee in order to utilize the Software for educational purposes in the process of running a profitable or non-profitable educational business or for licensees' personal purposes, the Licensee is obligated to utilize the Software only and exclusively for that purpose, for which the license was granted and to refrain from activities associated with utilizing the license for commercial purposes, in particular to create any chargeable or non-chargeable designs subject to the licensed Software. For breaching this prohibition of Software use when using it for other purposes than the ones for which this Software was acquired, subject to the Sale Agreement and License Agreement, the Licensee is obligated to pay the Licensor three times the amount, which would otherwise be applicable at the time of pursuing the claim to the Licensor subject to a permission to utilize the Software for commercial purposes, subject to Art. 79 (1) point 3 (a) of the Copyrights and related rights Act dated 4 February 1994.



## § 3

The Licensor grants the license to the Licensee purchasing the Software under the Sale Agreement and for the purpose specified in § 2 (1) hereof, on terms contained in the Agreement and the Sale Agreement, together with an indication of rules applicable to guarantee of quality and warranty.

## § 4

1. The Licensor declares that the Software is an independent and unique work within the meaning of the Act on Copyright and Related Rights and that it does not infringe upon third party intellectual property rights.
2. The Licensor warrants to possess full personal and financial copyrights regarding the Software and to be authorized to grant a license for the use of the Software, which the Licensee accepts together with the unconditional obligation to observe the said copyrights in accordance with the Law dated February 04, 1994, regarding the copyright and similar rights (Journal of Laws 1994, no. 24, item 83 as later amended, hereinafter referred to as the Law). The Licensor shall have the right to inspect the manner in which the Software is used by the Licensee.
3. The Licensor grants this license against payment. Payment shall take place in the amount and on terms specified in the Sale Agreement, taking into account the prices provided in the price list published on the Ordering Party's website at [www.cadprojekt.com.pl](http://www.cadprojekt.com.pl).

## § 5

1. The Licensee declares that prior to placing the order for the Software, it has read and understood the Agreement and the price list, technical description and program installation hardware requirements available at the Licensor's website [www.cadprojekt.com.pl](http://www.cadprojekt.com.pl).
2. The moment the Software is installed any return is excluded and the fact of installation is deemed to be the acceptance of the Agreement. For Licensees who are consumers, provisions contained in the Terms and Conditions of the Sale of Products for Consumers shall apply.

## § 6

1. The Licensor grants the Licensee a non-exclusive license to use the Software and the accompanying documentation for profit-making, educational or personal purposes, for an indefinite period or for a fixed term, in accordance with the information included in the Order received by the Licensor, within the following fields of exploitation:
  - a) uploading to the computers' RAM or installing in the computers' ROM, e.g. on their hard drives, multiplication of the Software in the computer memory, starting, storing, and using the Software on multiple computers, however it is only allowed under the condition that the Software is used on one computer at time, and that the security key is then connected to this very computer.
  - b) adapting the Software to suit the hardware platform or configuration used by the Licensee, without tempering with the Software's source codes or infringing any terms and conditions of the Agreement or generally applicable copyright regulations;
  - c) creating backup copies of the Software, as far as this is necessary for using the Software, as well as for archival purposes, subject to the limitation that the carriers will be labeled as "Software backup copy", and any Licensor's copyright notices and/or descriptions that are accompanying the Software will also be included on the said carrier. Any such Software copies must not be used simultaneously with the original copy of the Software. The Licensee is not entitled to make copies of the documentation, subject to Art. 75 of the Law. In any other respects all the Software backup copies are subject to terms and conditions of the Agreement and any other reproduction of the Software, in whole or in part, permanent or temporary, by any means and in any form is prohibited without the prior permission of the Licensor.
2. The use of the Software may not exceed the scope set forth in the Agreement, the Sales Agreement and the Terms of Sale, including, but not limited to, the following:
  - a) use by Licensee of any other software to use the contents of the databases provided to Licensee together with the Software, including images, models, textures, etc.,
  - b) subject to the provisions of § 6(1)(c) of the Agreement, to reproduce or duplicate in any form, in whole or in part, either permanently or temporarily, the contents of the databases made available to the Licensee together with the Software (photographs, models, textures etc.), including in particular the recording of the materials contained in such databases in files, on storage media or other devices,
  - c) distribute or redistribute (understood as making available to others), in any form, the contents of the database made available to Licensee together with the Software (photos, models, textures, etc.).
3. The limitations in paragraphs 2(b) and 2(c) above shall not apply to the permitted reproduction, distribution and redistribution of the visualisations developed by Licensee using the Software and the contents of the databases provided with the Software.



## § 7

1. The Licensor does not transfer onto the Licensee any financial copyrights of the Software.
2. The Licensee is not entitled to any of the following:
  - a) sublicensing or transferring the Software, in whole or in part, to any third party for paid or free of charge use, under any other legal title. The same applies to the documentation. The Licensee does not have a right to reproduce, subject to section 8 c, or to distribute in any other form the Software or the accompanying security key, as referred to in section 9 item 1. Under the unconditional sale of Software, the Licensor transfers onto the Licensee only the ownership of the Software carriers,
  - b) undertaking or allowing to undertake any steps aimed at the recreation of the Software source code, modification, decompilation, disassembly, translation, adaptation or development of the Software, or aimed at any other manner of obtaining the information about the Software's internal structure or the principles of its operation,
  - c) distributing the Software publicly.

## § 8

The Licensee is entitled to:

- a) use free of charge, for a period of one year from the date of purchasing the Software, user Support Service provided by the Licensor, which includes technical support by fax, phone or e-mail (technical support will respond to reported issue during 48 hours on working days from reporting it). The Service will include in particular: assistance in the program installation, access to and assistance in entering codes, assistance in handling the program, correction of program operation, validation of program operation, verification of computer hardware configuration, indication of the method of drawing objects, accepting bug reports and Customers suggestions in regards to the Software, and at the same time it will not include: implementation of projects, drawing 3D objects, alternation and conversion of 3D models and training over the phone.
- b) obtain current information about Licensor's products, updates, and upgrades;
- c) receive from the Licensor free of charge, for a period of one year from the date of purchasing the Software, upgrade or update files improving the Software's functionality (not applicable in trial sale). Any such files shall not be subject to separate licenses and on expiration of the determined period the Licensee shall be entitled to purchase a maintenance package extending the period in which new Software versions are made available to the Licensee,
- d) acquiring new versions of the Software,
- e) repurchase the security key, as referred in section 7, repurchase the security key, as referred in section:
  - 25% of the Software price, in the case of a proven theft;
  - 90% of the Software price in any other case.

## § 9

1. In order to ensure proper performance hereunder, the Licensor gives the Licensee a security key to use, in the form of a computer dongle to which the terms and conditions of this Agreement must be applied.
2. Should the Licensee fail to observe the terms and conditions stipulated in this Agreement, the Licensor may call upon the Licensee to cease the breach of the provisions hereof. Should the Licensee fail to cease the breach, the Licensor may terminate the Agreement without notice. In the event of termination of the Agreement, the Licensor may demand that the security key be returned by the Licensee. Should the Licensee fail to return the security key within the time limit specified by the Licensor, the Licensor is entitled to charge a contractual penalty in the amount of 10% of the Software value for each month during which the security key remained with the Licensee.

## § 10

1. The Licensor grants the quality guarantee under the following terms and conditions:
  - a) A 12-month guarantee covering exclusively physical defects of the DVD-ROM, however excluding any defects resulting from the use incompatible with the generally accepted principles of using computer data carriers. The entire Licensor's liability for physical defects of the carrier is limited only to the replacement of a defective carrier with a carrier free from defects.
  - b) The Licensor warrants the information is correctly recorded on the installation carriers and the printed materials are printed correctly. If the Software installation proves impracticable with the use of the recorded or printed contents, the Licensee has the right to have the defective carriers or printed materials replaced with ones that are free from defects, however not later than within 1 year from the Sale Contract's effective date.
  - c) The guarantee rights can only be exercised at the Licensor's and in any such case the original DVD-ROM accompanied by a relevant proof of purchase (VAT invoice) and a description of the defect, as referred under letter a, or a limitation, as referred under letter b, must be presented. If the Licensee purchased the Software



from the authorized Dealer of the Licensor, the Licensor is exempt from the obligations described in section 8, letters a to d, and the Licensee has right to request such services from the given Dealer who does not issue any guarantee certificates.

- d) The Licensee who is a business entity is entirely excluded from the statutory warranty rights which are hereby waived.
  - e) Unless the Licensee modified the Software or undertook any of the activities mentioned in section 7 item 2 letter b, the Software will be able to provide functionalities described in the documentation for a period of one year from the Sale Contract's effective date. In order to ensure optimal performance of the Software, Licensor may charge and collect data on its operation.
  - f) The Licensor does not guarantee the Software will meet the user's requirements. The Licensor notifies the Licensee that the Software is an intellectual product whose behavior and operation on any given computer cannot be predicted and therefore the Licensor assures the Software was developed with due diligence, however any liability for its operation in the correct or expected manner is hereby waived.
  - g) To the extent permitted by law the guarantee is exclusive and supersedes any other terms and conditions or guarantees, express or implied, including in particular any implied warranties or conditions that may apply to the guarantee's object, also those originating from the common practices in this field.
2. Provision of the guarantee by the Licensor on terms specified in section 1 of this paragraph shall not in any way exclude, limit or suspend the rights of the Licensee who is a Consumer, in respect of DVD-ROM media defects, arising from regulations concerning warranty for defects in sold goods.

## § 11

Under no circumstances is the Licensor liable to:

- a) Any damage incurred by the Licensee, being an entrepreneur, who enters into the Agreement in connection with the economic activity conducted, in relation to the use of the Software, in particular any loss related to the use of database or lack of access to it, loss of expected benefits, interruptions in the business operation, educational entity, loss of commercial information, training etc. The liability waiver also includes any interrupted use and possession of the Software. The Licensor does not guarantee that the Software's quality is suitable for the Licensee or that the Software is suitable for the use or objectives intended by the Licensee described in section 2 of this Agreement.
- b) The loss of the security key.

## § 12

Should the Sale Agreement be concluded for a fixed term, in accordance with the Licensee's order:

- a) the Licensor shall provide the Licensee with the Temporary key within the time limits and on terms specified in the Sale Agreement,
- b) after expiration of the term of the Agreement, the Licensee is obliged to return the security key by post, courier service or personally to the CAD Projekt registered office, or to purchase the Program license for an indefinite period of time.

## § 13

- 1. The administrator of personal data is CAD Projekt K & A Dąbrowski, Sterczała, Sławek spółka jawna with registered office at ul. Rubież 46, 61-612 Poznań, NIP: 779 -00-34-266, REGON: 632223660, called the "Licensor".
- 2. Personal data of the Licensee's contact persons will be processed for the purpose of proper performance of the contract, for accounting purposes and to secure claims. The legal basis for processing is art. 6 par. 1 lit. F RODO i.e. The legitimate interest of the data administrator described above.
- 3. The data will be processed during the term of the contract, and after its expiry until the claims expire or for the period required by the accounting regulations.
- 4. The recipients of personal data of the Licensee may be persons employed by the administrator and entities cooperating with the data administrator (eg accounting and commercial companies).
- 5. The data entity has the right to access his personal data, rectify them, transfer, delete, the right to limit the processing and the right to raise objections to the processing - on the conditions described in the RODO.
- 6. The entity has the right to put in a complaint to the President of the Office for Personal Data Protection, if he/she considers that the processing of personal data violates of the RODO regulations.
- 7. Providing data is voluntary, but not providing it may hinder or prevent make a contract.



**§ 14**

- a) Any declarations, notifications or communications of the Parties should be made in writing only, with a confirmation of sending them to the other Party, subject to the services provided for hereunder in section 8 letter a (subject to the requirement of a written confirmation of notifications communicated by phone). Any notifications, communications or declarations made otherwise are void.
- b) Licensee agrees to receive information about new Licensor's products, new databases to use in the Software and upgrades and updates of the Software.
- c) The Sale Contract, Terms and Conditions of Sale and the Agreement are exclusive indications of rights and obligations of the Parties within the subject matter thereof and they supersede any former agreements or arrangements between the Parties related to the subject thereof.
- d) Any amendments hereto must be in writing in order to be valid.
- e) Any matters that are not regulated herein shall be governed pursuant to the relevant provisions of the Civil Code and the Law regarding the copyright and similar rights.
- f) In the event of concluding an agreement with the Licensee who is an entrepreneur, entering into the agreement in connection with the business conducted, any disputes arising out of the Agreement shall be settled by the court competent for the Licensor's registered office.
- g) The Agreement is made on five, numbered pages.