

## LICENCE AGREEMENT FOR THE COMMERCIAL VERSION OF THE "ORBITVU VIEWER"

concluded by and between:

ORBITVU sp. z o. o. based in Poland, Tarnowskie Góry (42-600), ul. Sienkiewicza 48  
registered in Regional Court in Gliwice, under registry no. KRS:0000366154 ,

represented by a president Tomasz Bochenek,  
hereinafter referred to as the Licensor,

and

natural person or legal entity using the "ORBITVU VIEWER"  
hereinafter referred to as the Licensee.

### Definitions

**LICENSOR** - ORBITVU sp. z o. o. based in Poland, Tarnowskie Góry (42-600), ul. Sienkiewicza 48

**SOFTWARE** - "ORBITVU VIEWER" produced by the LICENSOR in following versions:

- BASIC
- STANDARD
- ROYALTY FREE
- CORPORATE
- DEMO

which usage is limited by the terms of this LICENCE.

**USE** - download, install, run, access to the SOFTWARE or gain other benefits from using the SOFTWARE.

**LICENSEE** - the entity purchasing a Licence to use the SOFTWARE.

### § 1

#### Conclusion of the Agreement

By installing, using or copying the SOFTWARE, the Licensee accepts the terms and conditions of this Licence Agreement. While installing the SOFTWARE, the Licensee declares that he has read the text of this licence and that he shall observe provisions contained herein.

### § 2

#### Representation of the Licensor

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3. The Licensee does not acquire any rights apart from the ones which are explicitly expressed in the text of this Agreement.

### § 3

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    - b) providing the VIEWER along with ORBITVU PRESENTATIONS to customers of the Licensee, who resell products, goods and/or services provided by Licensee (dealers, distributors) for purpose of presenting Licensee products, goods and/or services on web sites of its customers

- c) providing the VIEWER along with ORBITVU PRESENTATIONS to customers of the LICENSEE, who purchase ORBITVU PRESENTATIONS from the LICENSEE for the purpose of presenting their products, goods and/or services on their web sites (sale of ORBITVU PRESENTATIONS with the viewer), provided LICENSEE informs the customer that use of the VIEWER is limited to view ORBITVU PRESENTATIONS only, on a customer web site, and that the customer does not have any right to redistribute the VIEWER
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  6. The Licensee shall not be authorised to distribute the SOFTWARE in any form, including lending, lease or renting or granting licence or sub licence.
  7. The Licensee shall not perform any activities that might result in disposal of rights resulting from this Agreement for the benefit of third parties.

#### § 4

#### **Sale of a copy of the SOFTWARE**

In order to execute this Agreement, the Licensor sells to the Licensee one copy of the SOFTWARE together with the manual in an electronic form.

#### § 5

#### **Liability for defects and warranty**

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5. If the SOFTWARE does not function properly with a version of the environment which is newer than the one defined by the Licensor, the Licensor shall make it possible for the Licensee to buy an updated version of the SOFTWARE which is adapted to the new environment.

§ 6

**Violation of the provision of the Agreement**

1. Except for the cases provided for by the law, this Agreement can be terminated by the Licensor with immediate effect if the Licensee violates the provisions hereof, after the Licensee has been called to refrain from further violation.
2. As a consequence of termination of this Agreement, all copies of the SOFTWARE in the possession of the Licensee shall be permanently removed.
3. The Licensee declares that they are aware of the civil and criminal liability for violation of copyrights.
4. The Licensor reserves the right to control whether the Licensee observes the provisions of the Agreement.

§ 7

**Final provisions**

1. All amendments to the Agreement require a written form in order to be valid.
2. Any disputes that might arise on the basis of this Agreement or with relation to this Agreement shall be settled by the parties by way of negotiations. In case of lack of agreement between the Parties, the disputes shall be settled by a general court competent for the registered office of the Licensor.
3. This Agreement shall be governed and construed in accordance with the laws in Poland without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Licence shall remain in full force and effect. This Licence constitutes the entire licence between the parties with respect to the use of the SOFTWARE.

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