

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

1. The Licensor declares that he is the manufacturer of the SOFTWARE updated version for the day of sale of a copy of the SOFTWARE to the Licensee; the Licensor declares that he is entitled to all copyrights, including the right to grant permission for execution of derivative copyrights.
2. All graphic signs included in the SOFTWARE and in the instruction shall remain the sole property of the Licensor, and the Licensee does not acquire any rights with relation to those signs.
3. The Licensee does not acquire any rights apart from the ones which are explicitly expressed in the text of this Agreement.

§ 3

The scope of the licence

1. If you obtained the SOFTWARE from the Licensor and as long as you comply with the terms of this agreement, the Licensor grants you a non-exclusive Licence to install and use the SOFTWARE in a manner consistent with its design and Documentation and as further set forth below.
2. The Licensor hereby grants to the Licensee for unlimited period of time, worldwide, limited, non-exclusive, non-transferable licence for use of the SOFTWARE under following conditions:
 - 2.1. In case of DEMO version: time limited installation (for maximal period of one month), running and using the SOFTWARE on the server or off-line (CD, DVD, pen drive etc.), only for testing purposes.
 - 2.2. In case of BASIC, ROYALTY FREE and CORPORATE version:
 - a) installation, running and using the VIEWER to view ORBITVU PRESENTATIONS owned by LICENSEE, on-line (on LICENSEE web servers) or off-line, for any commercial or non-commercial purpose
 - 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
- 2.3. In case of STANDARD version, installation, running and using the SOFTWARE on the server presented in the Internet under **one or more domains**, that was prior declared to the Licensor. Viewer redistribution is not allowed.
 3. The Licensee may not use the SOFTWARE for hosting purposes or as an application service provider (ASP).
 4. The Licensee shall not make any copy and shall not multiply the SOFTWARE both in part and in full, unless this is necessary for using the SOFTWARE according to its designation and according to the granted licence.
 5. Any interference in the source code of the SOFTWARE shall be unauthorised; this refers in particular to changing the code, decompiling, bypassing security settings, improving and adopting the SOFTWARE for other purposes, emulating and performing reverse engineering, removing any trademarks or copyright notices.
 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

1. Prior paying licence fee, Licensor strongly encourages Licensee to test the SOFTWARE using DEMO version, which is freely available on request.
2. IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
3. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE AND THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER THIRD PARTY SOFTWARE, (BROWSERS, SERVERS, PLATFORMS, PLAYERS AND LIKEWISE) OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
4. The Licensor shall do all their best to make sure that the SOFTWARE functions properly on condition that it is used according to its designation, attached instructions and in environment defined by Licensor updated for the moment of the sale of Software,
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 Licensee 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.
4. This is the translation of original Polish language version of Licence Agreement. Legally binding licence text is in Polish language only.