

**ASIX SOFTWARE LICENCE**  
**ASKOM CO. LTD.**

BEFORE OPENING THE PACKET CONTAINING DISKS WITH SOFTWARE, PLEASE, CAREFULLY READ THE CONDITIONS OF THE FOLLOWING AGREEMENT AND ALL THE ADDITIONAL CONDITIONS OF LICENSE GRANTING (TOGETHER CALLED "AGREEMENT")

BY:

- A. OPENING THE PACKET CONTAINING DISKS WITH SOFTWARE OR
  - B. PRESSING THE "I ACCEPT" BUTTON AT THE END OF THE AGREEMENT, IN CASE OF ACCESSING THE SOFTWARE BY THE PURCHASER IN ELECTRONIC WAY
- THE PURCHASER ACCEPTS THE CONDITIONS OF THE AGREEMENT AS VALID.

IF THE PURCHASER DOES NOT ACCEPT THE CONDITIONS, HE/SHE SHOULD:

- A. RETURN IMMEDIATELY THE UNUSED SOFTWARE TO THE PLACE OF ITS PURCHASE IN ORDER TO GET THE MONEY BACK,
- B. SELECT THE "I REJECT" BUTTON AT THE END OF THE AGREEMENT, IN CASE OF ACCESSING THE SOFTWARE BY THE PURCHASER IN ELECTRONIC WAY

COPYING THE SOFTWARE OR THE DOCUMENTATION, BEING THE SUBJECT OF THE AGREEMENT, WITHIN THE SCOPE EXCEEDING THE CONDITIONS OF THE AGREEMENT, VIOLATES THE REGULATIONS OF THE COPYRIGHT AND SHALL CONSTITUTE THE BASIS FOR ASKOM TO PUT FORWARD AN ACTION AGAINST THE PURCHASER TO PAY DAMAGES AND IN ADDITION THIS FACT ENDANGERS THE PURCHASER FOR A CRIMINAL RESPONSIBILITY.

### **1. LICENCE TO PURCHASER**

ASKOM grants the nonexclusive, untransferable<sup>1</sup> licence for the included software (called hereinafter Software) and documentation (called hereinafter Documentation) for one User at one computer, only for internal use, for which, the Purchaser paid the fee according to the price list in force on the day of the sale.

### **2. SOFTWARE UPDATES**

ASKOM takes on an obligation to inform a Purchaser about Software Updates at the Internet web page. Versions of the Software are marked according to the following pattern: " x.yy.zzz", where "x" denotes the number of the main version, "yy" – the category, "zzz" – variant of the Software.

Moreover, ASKOM is obliged to:

- a) give the Purchaser a Licence, in accordance with conditions specified in the Agreement, entitling to use new categories and variants of the Software and to deliver the disk containing Software Update, on the basis of obtained written order. In such case, the Purchaser bears only the costs of current shipment and/or the disk. The Purchaser obtains the right to use the new category or variant of the Software in the moment of delivery the disk containing a proper update, without the need to issue by the parties a separate statements of will.
- b) give the Purchaser a Licence, in accordance with conditions specified in the Agreement, entitling to use new main versions of the Software and to deliver the new version of the Software, basing on an obtained written order. By virtue of the Licence granted for new main versions of the Software, the Purchaser shall pay to ASKOM the licence fees in the preferential amount, stated in the ASKOM Price List, which was in force on the day of submitting the order. Granting to Purchaser the Licence for a new main version of the Software shall be accomplished in the moment of delivery by ASKOM the disk containing a proper Software Update, without the need to issue by the parties separate statements of will.

### **3. LIMITATIONS**

The Software and the Documentation are protected by copyright. ASKOM and/or his licensors keep the property title with respect to the Software and the Documentation and property and non-property copyrights. The Licence does not assign to the Purchaser any ownership and any other rights and benefits with respect to any trademark, logo and trade name of ASKOM and/or his licensors.

The Purchaser has no right to:

- a) make copies of the Software and Documentation, besides making and storing one backup copy of the Software in case of damaging the installation disk,
- b) modify, translate, decompile or any other change of any part of the Software, besides the scope allowed by absolutely valid regulations of law,
- c) transfer the obtained rights on the basis of an Agreement to other person or entity without ASKOM's prior written consent,
- d) multiply, disseminate, including lending, hiring or selling the Software and the Documentation in any form and using any methods.

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<sup>1</sup> This does not relate to authorised Software Integrators as well economic entities, whom ASKOM sold the software to be resaled. The software that subjects to resaling cannot be used.

- e) remove, change or cover the marks, labels, trade marks or information about the copyrights contained in/on the Software and Documentation,
- f) create derivative works, including programs and systems, based on the Software or Documentation, regardless of the aim of such activities,
- g) own or use any equipment, device, software or other means provided to bypass or remove any form of protection against copying, used by ASKOM in connection with the Software; the Purchaser also has no right to use the Software using a dongle against unauthorised use or any other device preventing copying, which were not delivered by ASKOM or an entity authorised by ASKOM.

#### **4. GUARANTEE**

ASKOM assures, that during 12 month period from the date of purchasing the disk (if it was used), on which the Software was delivered as well as the Documentation and dongle (if it was delivered), shall be free from defects in material and faults of execution, provided that they were normally used. Total responsibility of ASKOM and all claims of the Purchaser by virtue of the guarantee granted by ASKOM shall, according to ASKOM's choice, be reduced to:

- a) replacement of the Software disk
- b) correction of the Documentation
- c) removal of the dongle fault,
- d) returning the payment for the Software and Documentation and cancellation of the licence for it.

The basis for Purchaser's rights claims resulting from the guarantee is to present an invoice to ASKOM confirming the purchase of the Software and Documentation.

Replacement of the disk and returning the payment for the Software and Documentation shall be accomplished under the condition of returning a faulty disk by a Purchaser, Documentation or the device protecting against copying.

Besides the above mentioned exception, ASKOM does not give any other guarantee for the Software and the Documentation, including an implicit guarantee of its merchantability or for execution of any specific objective. ASKOM does not guarantee, that the Software will not hang up the computer and that it will work without errors.

In addition, on the basis on an article 558 of the civil code, the parties totally exclude the responsibility of ASKOM by virtue of warranty for faulty Software and Documentation.

#### **5. LIMITATION OF LIABILITY**

Neither ASKOM nor/or his licensors, except for regulations being absolutely in force, will not be liable to the Purchaser for any damages caused by using the Software by a Purchaser, especially will not be liable to the lost benefits and incurred losses, to direct and indirect losses and loss of data by the Purchaser.

The above limitation of liability of ASKOM shall take place in every case of arisen damages to a Purchaser, including the damages arisen due to usage or inability to use the Software, regardless of the fact how did they occur and regardless of the principles of liability, even if ASKOM was informed earlier about the opportunity of occurrence of such damages or losses.

In no case, the liability of ASKOM toward the Purchaser, resulting from a breach of the Agreement, shall not exceed the amount, that the Purchaser paid for the Software according to the Agreement, even if the amount shall not fulfil its main purpose.

#### **6. COMPLETENESS OF THE AGREEMENT**

This Agreement constitutes the complete of the Agreement between Purchaser and ASKOM, as regards its subject and supersedes all other oral or written agreements, advertising information, offers, statements or guarantees concerning the Software and the Documentation.

#### **7. THE GOVERNING LAW AND COURT COMPETENCY**

The Agreement shall be governed by polish law. Any disputes arisen by execution of the Agreement shall be settled by polish courts, competent to ASKOM head office.

#### **8. TERMINATION OF THE AGREEMENT**

The Agreement is valid until its termination. The Purchaser can terminate the Agreement any time by destroying all copies of the Software. The Agreement is terminated immediately without informing by ASKOM if the Purchaser shall not obey any provisions of the Agreement. After termination of the Agreement the Purchaser is obliged to destroy immediately all copies of the Software.

#### **9. FINAL PROVISIONS**

In cases not governed by this Agreement, Civil Code Regulations shall apply as well as Copyrights Acts and related rights.

Any alterations of the Agreement shall be binding only if prepared in writing and signed by the authorised representative of both parties.