LICENSE AGREEMENT

This license agreement (the "**Agreement**") is executed between **CS-Lab Janusz Wawak, Andrzej Rogożyński, Szymon Paprocki s.c.** of Bydgoszcz, ul. Wojska Polskiego 65A, 85-825 Bydgoszcz, NIP (tax identification number): 9532539069, REGON (statistical number): 340268216 (the "**Licensor**") and the **Licensee**. The Licensor and the Licensee shall hereinafter be referred to jointly as the "**Parties**" and individually as the "**Party**." This Agreement specifies the legally binding rights and obligations of the Parties with respect to the Licensee's use of the Software. Therefore, the Parties should carefully analyze the contents of the Agreement.

The Licensee's acceptance of this Agreement (done by clicking the relevant field symbolizing consent to being bound by the Agreement) is necessary to create a license relationship and use the Software in a legal manner. If the Licensee does not accept this Agreement, using the Software will not be possible.

§ 1.
DEFINITIONS

The Parties agree that for the purpose of this Agreement, the following terms shall have the following meaning:

a) "**Software**" shall mean the software controlling CNC Devices (CNC controllers) called simCNC the exclusive owner of which is the Licensor, including the documentation provided together with this software, licensed under this Agreement;

b) "**Business Day**" shall mean every day from Monday to Friday, except for the statutory holidays in Poland;

c) "**Business Hours**" shall mean the time between 8:00 AM and 4:00 PM of every Business Day;

d) "**Confidential Information**" shall mean any and all non-published information concerning the operations of the given Party, including but not limited to information that constitutes a business secret, as defined in Article 11.2 of the Polish Law of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2019, item 1010), i.e. technical, technological, organizational information or other information having economic value, which as a whole or in a specific combination and set of its elements is not commonly known to persons usually dealing with this type of information or is not easily available to such persons, if the Party has undertaken, on a best effort basis, actions to keep it confidential, as well as information concerning the business partners, suppliers, technologies, production, commercial plans, finance, employee issues, remunerations (including the Licensor's remuneration under this Agreement), agreements executed, services and products provided, costs incurred in connection with business operations, and negotiations, as well as other information constituting the Party's commercial or company secrets that has not been publicly disclosed;

e) "**Consumer**" shall mean a natural person executing this Agreement with the Licensor not in a direct relation to this person's business or professional activity;

f) "**Copyrights Law**" shall mean the Polish Law of 4 February 1994 on Copyrights and the Related Rights (Journal of Laws of 2018, item 1191, as amended);

g) "**Agreement**" shall mean this Agreement together with its appendices (if any);

h) "**Devices**" shall mean the devices manufactured and distributed by the Licensor that are intended for controlling CNC machines (controllers and other CSMIO/IP drivers together with CSMIO expansion modules), that have their serial number (SN) and MAC address and that are compatible with the Software as of the day of this Agreement.

§ 2.
SUBJECT MATTER OF THE AGREEMENT

On the terms and conditions specified in this Agreement, the Licensor grants the Licensee a paid-for license to use the Software on one Device, the serial number and MAC address of which shall be irrevocably specified by the Licensee to the Licensor (i.e. the license is ascribed to a particular CSMIO/IP driver, its serial number (SN) and MAC address), and shall provide technical support services and the Licensee shall pay the remuneration agreed in the Agreement, use the Software on the terms and conditions specified in this Agreement, and cooperate with the Licensor to the extent necessary to carry out the Agreement properly. The detailed obligations of the Parties are specified in the following provisions of this Agreement.

§ 3.
OBLIGATIONS OF THE LICENSOR

1. Under this Agreement, the Licensor shall:

   a) provide the Licensee with the Software by means of sending him a license key to the e-mail address specified by the Licensee, immediately after receiving the full remuneration specified in the Agreement; the license key shall make it possible for the Licensee to launch the Software downloaded from the Licensor's website available at www.cs-lab.eu;

   b) grant the Licensee a license to use the Software on the terms and conditions specified in § 5 of this Agreement;

   c) provide the Licensee with technical support services on the terms and conditions specified in § 6 of this Agreement.

2. None of the provisions of this Agreement shall be interpreted as the granting by the Licensor of any further intellectual property rights in terms of using the Software.

§ 4.
OBLIGATIONS OF THE LICENSEE

1. The Licensee shall use the Software on the terms and conditions specified in this Agreement, cooperate with the Licensor to the extent necessary to carry out the Agreement properly and pay the Licensor the remuneration specified in § 7.1 of the Agreement.

2. The Licensee acknowledges and accepts that:

a) the Software may be used only on the Device manufactured by the Licensor and specified in § 2 of this Agreement;

b) the Software does not have design functions and is intended exclusively to plan the maintenance and control of CNC machines and implement standard ISO-GCODE programs;

c) the Licensor does not guarantee that the Software is free from errors; however, the Licensor takes actions intended to minimize the occurrence of potential errors in the Software;

d) the performance, machining times, and other parameters specified by the Licensor in this Agreement or in other publicly available materials are of general and approximate nature and may differ from the actual parameters achieved by the Licensee when using the Software; the Licensor does not guarantee that the Licensee will achieve any result in connection with the use of the Software;

e) the Licensor does not guarantee that the Software will be compatible with the latest models of the Devices, i.e. Devices other than those listed in § 1.h of the Agreement; the correct use of the Software on the latest models of the Devices may require the relevant Software update;

f) the Licensor does not guarantee any minimum frequency of providing the Licensee with Software updates.

§ 5.
THE LICENSE

1. The Licensor hereby grants the Licensee a non-exclusive, paid-for, and non-transferable license to use the Software, with no territorial limitations and without the right to grant sub-licenses, in the following fields of exploitation:

a) with respect to the documentation provided together with the Software that constitutes a work, as defined in the Copyrights Law:

i. in terms of recording and making copes—the right to make copies of the documentation using printing, reprography, and digital technologies and the right to upload the documentation to a computer memory, exclusively for the purposes related to the Licensee's use of the Software;

ii. the right to use the documentation, exclusively for the purposes related to the Licensee's use of the Software;

b) with respect to the Software that constitutes a work, as defined in the Copyrights Law:

i. the right to upload the Software to the Licensee's Device specified in § 2 of this Agreement;

ii. the right to launch, run, and use the Software to the extent necessary to use the Device specified in § 2 of this Agreement on the basis of the Software.

2. With respect to the Software, the license specified in § 5.1, above, shall cover the right to use the Software on the terms and conditions specified in this Agreement, with no time limitations, against the remuneration specified in § 7 of this Agreement (a perpetual license).

3. The license referred to in § 5.1, above, shall not include the right to:

   a) disseminate the particular works and their copies or place them on the market;

   b) translate, adapt, change the layout, or make any other changes to the works, develop the Software, decompile, reverse engineer, reproduce, or modify the Software in part or in full, copy the source code of the Software, or translate the form of the code. Any action concerning the copying of the code of the Software or the translation of its form shall be illegal without the Licensor's prior written consent. The source code of the Software is not a part of the subject matter of this Agreement. The Licensee is not granted the right to exercise or permit the exercise of any derivative copyrights to the Software.

4. The license to use the Software to the extent specified above shall be granted to the Licensee at the moment of sending him the license key to the address specified in § 3.1.a of the Agreement (the moment of granting the license).

5. If the license to use the Software expires on any legal basis, the license to use the documentation provided together with the Software shall simultaneously expire, as well.

6. The license is granted against remuneration, is revocable, and may be terminated. The Licensor shall have the right to terminate or revoke the license with immediate effect if the Licensee violates the terms and conditions of this Agreement and/or of the license and does not cease to do so, removing the consequences of his violations, within the deadline set by the Licensor in a request made in writing or in a documentary form, which shall be no longer than 3 (three) Business Days. License termination shall not result in the obligation to return the remuneration paid under the Agreement.

7. The Licensor guarantees that the Software is free from legal defects, and in particular that it does not violate the economic copyrights and the moral rights of third parties and does not violate third party intellectual property rights in any other way.

8. The Licensee shall acquire the ownership of the media carriers on which the Software is recorded.

9. Under the license, the Licensee shall have the right to receive the updates of the Software to the latest versions developed within 1 (one) year of the date of the license for the Software being granted. After the end of that period, the Licensee shall retain the right to use the Software, including the updates downloaded and installed. Licensee may ask the Licensor to present commercial terms regarding the possibility of getting further updates of the Software.

10. If the Licensee transfers to a third party the ownership of the Device specified in § 2 of this Agreement, for which the Licensee has purchased a license under this Agreement, the buyer of the Device may become a licensee under this Agreement, provided that he assumes all of the rights and obligations of the Licensee under the Agreement.

§ 6.

TECHNICAL SUPPORT

1. Under this Agreement, the Licensor shall provide the Licensee with technical support services concerning the Software on the following terms and conditions, for the entire period of the license.

2. Technical support is offered to a limited extent, covering the maintenance and use of the Software. As part of technical support, the Licensor shall answer the Licensee's questions asked via e-mail that concern the particular functionalities of the Software and shall also help solve the technical problems with the Software reported by the Licensee during the period of its use. The technical support shall not cover repairs or solving problems in the functioning of the Software that are related to using Software on incompatible Devices.

3. The Licensee's reports shall be sent to the following dedicated e-mail address of the Licensor: office@cs-lab.eu. The report shall in each individual case contain information about the version of the Software used by the Licensee, the serial number of the Device covered by the license, and a detailed description of the problem and its manifestations. The Licensor shall not provide the technical support services over the phone.

4. The technical support services shall be provided exclusively on the Business Days, in the Business Hours.

5. The Licensor shall answer the Licensee's reports within 3 (three) Business Days, counting from receiving a correct report. The answer to the report shall be sent exclusively by e-mail.

6. The Licensor reserves the right to refuse to answer the given report. The Licensor shall not be obliged to provide the technical support services with respect to reports sent as a result of:

   a) incorrect use of the Software, including incorrect administration of the Software;

   b) incorrect installation or configuration of the Software, unless done by the Licensee in accordance with the Licensor's guidelines;

   c) defects of Devices incompatible with the Software;

   d) repairs or modifications of the Software carried out by unauthorized third parties;

   e) external reasons caused by force majeure.

7. If the Licensee makes a report not covered by the scope of the support, after concluding that this is the case, the Licensor shall inform the Licensee of this fact, providing a short explanation of the reasons for the report being groundless and for the refusal to provide an answer.

8. None of the provisions of this § 6 shall be interpreted as the granting by the Licensor of any guarantee of quality or any similar assurance with respect to the Software.

§ 7.

THE LICENSOR'S REMUNERATION

1. For the performance of the subject matter of the Agreement, the Licensee shall pay the Licensor a remuneration of USD 295.00 net plus VAT tax in the amount of USD 67,85. Instead of the amount specified in the preceding sentence, the Licensee may also pay the equivalent remuneration in one of the following currencies:

a)   in EUR, by making a payment of 259,00 EUR net plus VAT tax in the amount of EUR 59,57, or

b)   in PLN, by making a payment of PLN 1090,00 net plus VAT tax in the amount of PLN 250,70.

The above VAT tax is at the rate of 23%.

2.   The remuneration specified in § 7.1, above, shall cover the entire remuneration for granting the Licensee a license to use the Software, in all of the fields of exploitation specified in the Agreement, the total remuneration for the use of the Software, the remuneration for the transfer of the ownership of the media carriers on which the Software is recorded, and the remuneration for the technical support services.

3.   The Licensor represents that the above remuneration has already been paid by the Licensee.

§ 8.
LIABILITY

1.   The Licensor hereby represents and the Licensee accepts that the Software has not been developed in order to meet the individual needs or requirements of the Licensee and therefore the Licensor makes no assurances or guarantees as to the usefulness of the Software for the purposes of the Licensee.

2.   The Licensor shall not be liable for the potential damage caused by the incorrect use of the Software, including but not limited to use in discordance with the intended purpose of the Software or the terms and conditions of the license specified in this Agreement.

3.   To the extent permitted by the mandatory provisions of law, the Licensor's liability for lost profits and indirect damages resulting from the losses incurred in connection with this Agreement is hereby excluded. The provisions of the preceding sentence shall not apply if the Licensee is a Consumer.

4.   To the extent permitted by the mandatory provisions of law, the total liability of the Licensor towards the Licensee on account of all cases of non-performance or improper performance of obligations under the Agreement or legal regulations, as well as on account of prohibited acts that at the same time constitute a case of non-performance or improper performance of the Agreement, shall not exceed the remuneration specified in § 7.1 of the Agreement, as paid by the Licensee for the performance of the Agreement. The provisions of the preceding sentence shall not apply if the Licensee is a Consumer.

5.   Neither of the Parties shall be liable for non-performance or improper performance of its obligations if the non-performance or improper performance of the obligations under the Agreement is caused by force majeure, i.e. a state of emergency, war, fire, flood, strike, lockout, or any other reason that could not be foreseen, is independent of the Party, and remains beyond the control of the Party. In such case, this Agreement shall be suspended for a period of not more than 90 (ninety) days. At the end of the said 90-day period, the Party whose actions were hindered by force majeure shall have the right to terminate the Agreement by means of a notice sent to the other Party; termination shall be invalid unless the notice is made in writing.

6. The Licensor represents that the Software is not a strategic product, as defined in the Polish Law of 29 November 2000 on Trading with Foreign Countries in Products, Technologies, and Services of Strategic Importance for State Security and for the Maintenance of International Peace and Security (Journal of Laws of 2019, item 953, as amended), is not a dual-use item (Council Regulation (EC) No. 428/2009 of 5 May 2009, OJ L 134/1, as amended), and is not included in the military list valid as of the day of export and produced on the basis of the said Law. In connection with the above, the product is not subject to limitations in trading with foreign countries under the said Law.

§ 9.
TERM OF THE AGREEMENT

This Agreement is executed for a period corresponding to the term of the license.

§ 10.
CONFIDENTIALITY OF INFORMATION

1. Each of the Parties shall keep strictly confidential the Confidential Information obtained from the other Party, irrespective of whether it has been provided directly by the other Party or by a third party acting on its behalf, and shall not disclose such information to third parties in part or in full. The receiving Party shall use Confidential Information exclusively to the necessary extent and solely in order to carry out the Agreement.

2. The Parties agree that Confidential Information shall in particular include the contents and the particular elements of the Software provided to the Licensee.

3. The Party may disclose Confidential Information, to the necessary extent, only if:

   a) the Party from which the Information was received agrees in writing to the disclosure of Confidential Information, specifying the extent of such disclosure and the entities to which Confidential Information may be disclosed;

   b) Confidential Information had already become publicly known through circumstances other than caused by a prohibited act;

   c) Confidential Information had been known to the receiving person prior to receiving it from the disclosing Party, from a source other than a source subject to a confidentiality obligation, provided that this can be demonstrated; or

   d) the disclosure is demanded by an authority in the legally prescribed form or the obligation to disclose follows from a court ruling or administrative decision subject to implementation; however, the disclosing Party shall notify the other Party in advance, in writing, about the obligation to disclose the information received from it, so as to allow that Party to take factual or legal actions intended to prevent or limit the extent of such disclosure.

4. Each of the Parties shall take any and all realistic precautions in order to protect the confidentiality of the Confidential Information received from the other Party and shall be liable for causing the persons it entrusts with tasks related to Agreement performance to keep this Information confidential.

5. Each of the Parties shall in particular:

    a) protect the confidentiality of Confidential Information with diligence at least equal to the diligence exercised with respect to the protection of its own strictly confidential and/or similar information; in any case, such diligence shall always be at least reasonable;

    b) limit the access to Confidential Information to those of its legal or economic advisors that need to know it, informing these persons about the confidentiality obligations under this Agreement;

    c) inform, in each individual case, the person having access to Confidential Information of the other Party about the nature of this Information and cause these persons to undertake not to disclose the information shared with them, on terms and conditions at least analogical to those contained in this Agreement.

6. The confidentiality obligations shall bind the Parties for the entire term of the Agreement and after its termination or expiry, until the given item of information ceases to be confidential.

7. At the written request of the disclosing Party and after the termination or expiry of the Agreement, the receiving Party shall stop using the Confidential Information of the other Party and shall destroy any and all materials containing such Information, including their copies. The receiving Party shall return to the disclosing Party all of the documents, samples, drawings, prototypes, and similar elements received under this Agreement. At the request of the disclosing Party, the receiving Party shall provide it with a written report on the destruction of any and all media carriers containing the received information.

8. The provisions of this § 10 shall not limit the Licensee's rights in terms of using the Software under the license granted to him.

9. If any of the Parties violates the above confidentiality obligations, the other Party shall have the right to claim the relevant damages.

§ 11.
FINAL PROVISIONS

1. If any competent court holds any of the provisions of this Agreement to be illegal, invalid, or unenforceable, the other provisions of the Agreement shall remain in force. The Parties shall attempt to amend this Agreement to the extent necessary to ensure its compliance with legal regulations and enforceability, as well as to reflect their original intentions to the fullest extent possible, considering the invalid or unenforceable provision.

2. Any and all modifications, amendments, supplements, termination, and rescission of this Agreement shall be null and void unless made in writing.

3. This Agreement constitutes the entire, final, and exclusive understanding between the Parties as to its subject matter, superseding any and all prior arrangements, understandings, and agreement between the Parties related to the subject matter of this Agreement.

4. This Agreement shall be governed by the laws of Poland. The relevant legal regulations, including but not limited to the Copyrights Law and the Polish Civil Code, shall apply to the matters not regulated in this Agreement.

5. Any and all financial disputes and claims between the Parties related to the contents and/or performance of this Agreement shall be settled amicably. If, within 10 (ten) days of the delivery of the letter initiating a dispute or specifying a claim, the Parties fail to reach an agreement, the dispute or claim shall be referred for settlement to the common court having jurisdiction over the registered office of the Licensor. If the Licensee is a Consumer, the dispute or the claim shall be settled by the common court determined in accordance with the rules specified in the Polish Code of Civil Procedure.

6. Subject to the relevant provisions of this Agreement, the Licensee shall not have the right to assign his rights and obligations under this Agreement without the Licensor's prior consent that shall be null and void unless expressed in writing. The provisions of the preceding sentence shall not apply if the Licensee is a Consumer.