



**AAT Holding sp. z o.o.**

ul. Puławska 431, 02-801 Warszawa, tel. 022 546 05 46, fax 022 546 05 01  
www.aat.pl

**THE FREE OF CHARGE LICENCE AGREEMENT**  
**To KaDe Lite software**

This licence agreement is an agreement concluded by and between the user (hereinafter referred to as User) and AAT Holding sp. z o.o. with its registered office in Warsaw, ul. Puławska 431, 02-801 Warszawa, registered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Business Department of the National Court Register KRS 0000286127, tax identification number (NIP) 525-23-98-192, statistical identification number (REGON) 141047400, share capital: PLN 121,600, GIOŚ: E0001894WZ (hereinafter referred to as Developer or AAT) on free of charge, unlimited in time or in geographical scope using KaDe Lite software on terms as described below, in respect to purchasing AAT devices designed to cooperate with the software. The User acknowledges that the Agreement applies to all possibilities of using the KaDe Lite software, irrespective of the place or method of its installation.

**1. Definitions**

- 1.1. "Copyrights and Related Rights" – shall mean all and any copyright and related right, including in particular copyrights, patent rights, rights to trademarks, as well as know-how and commercial secret, making up or related to the Software, being a property of the Developer. Copyrights and related rights shall be protected in particular by the Act of 4 February 1994 on copyrights and related rights (Journal of Laws of 1994 No. 24 item 83 as amended). The Agreement shall not transfer or grant copyrights and related rights to the User. The User shall be authorized only to use the Software within the scope set forth by the Agreement.
- 1.2. "Agreement" – shall mean this license agreement, which the User has concluded with the Developer in order to have an option to use the Software.
- 1.3. "KaDe Lite" or "Software" shall mean the computer software developed by the Developer, which can be used by the User in accordance with principles set forth below.

**2. License and limitations**

- 2.1. The User can install and use the Software only in a way and on terms set forth herein, in accordance with the operating manual enclosed to the Software or to the device.
- 2.2. The Developer hereby grants to the User the license for internal purposes, without the exclusivity right, without the right to transfer or grant the license to other persons, for loading, installation and using KaDe Lite on a desktop or on a laptop.
- 2.3. The User shall have the right to install the Software on one computer terminal and to make one back-up copy.
- 2.4. The User cannot in any way lend for use, resell, transfer, disseminate or in any other way make the Software or its part accessible to third parties, and violate any rights regarding the Software or its part.



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- 2.5. The User shall not be authorized and undertakes not to initiate, procure, agree for or authorize a third party to modify, create derivative elements, translate, decompile, disassemble or break the code of the Software or its part.
- 2.6. The Developer reserves the exclusive right to modify, extend, update, translate and repair the Software at his discretion.
- 2.7. The Developer shall not be obliged to notify the User of modifications, extensions, updates, translations or next versions of the Software.
- 2.8. The Developer shall not be obliged to provide the User with subsequent versions of the Software, its extensions, updates or translations.
- 2.9. New versions of KaDe Lite can be accessible on Developer website where the User can download and install modifications, extensions or updates of the Software made.

### **3. Term of the Agreement**

- 3.1. The Agreement shall be concluded by approving its provisions by the User during the KaDe Lite installation.
- 3.2. The Agreement shall be concluded for indefinite period subject to one month termination notice, provided that the User can terminate the Agreement by deleting the KaDe Lite and its back-up copy.
- 3.3. All rights of the User to the Software granted under the Agreement shall expire upon termination of the Agreement. In such case the User shall be obliged to cease using the Software and delete the Software and its back-up copy from any carriers or devices.
- 3.4. The Developer shall not be held liable for any losses incurred as a result of termination of the Agreement.

### **4. Guarantees and responsibility of the Developer**

- 4.1. The Developer guarantees that he is able to conclude and implement the Agreement.
- 4.2. The User guarantees that he is able to conclude and implement the Agreement.
- 4.3. The Developer shall deliver the Software as is, without any warranty and shall not be held liable for effects of using the Software in case of incorrect operations of the computer system due to defects of the hardware, incorrect installation or configuration of the software and hardware, and in case of incorrect Software usage.
- 4.4. The Developer shall not be held liable under a warranty or surety in respect to the Software. If the aforementioned exclusion of liability is impossible, it shall be excluded to maximum possible extent.
- 4.5. The Developer shall not be held liable for a way of using the KaDe Lite by the User, in particular for using the Software contrary to the Agreement or operating manual enclosed to the Software, e.g. on a computer terminal other than intended, or for related damage.

### **5. User's risk**



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- 5.1. The User acknowledges and agrees that the whole risk resulting from using the Software in a way set forth by the Agreement and the operating manual enclosed to the KaDe Lite shall be borne by the User to a greatest extent permitted by regulations. Additionally, in case of circumstances hindering the Software functioning – if these circumstances are directly due to reasons inherent to the Software – the User shall immediately notify the Developer thereof under pain of excluding any related liability of the Developer.

### **6. Settlement of potential disputes**

- 6.1. The Parties undertake to amicably solve any disputes that might result from execution of the Agreement.
- 6.2. If a dispute resulting from the Agreement cannot be solved amicably, the dispute shall be submitted to a court competent for the seat of the Developer for settlement in accordance with the Polish law.

### **7. Copyrights and Related Rights**

- 7.1. Violating Copyrights and Related Rights of the Developer may result in civil and criminal liability of the entity violating these rights.

### **8. Final provisions**

- 8.1. The Developer can assign rights to the KaDe Lite or its part to third parties at his discretion, without a need to notify the User.
- 8.2. The User cannot assign rights obtained under the Agreement to third parties without consent of the Developer.
- 8.3. Any amendments to the Agreement shall be introduced in writing under pain of invalidity.
- 8.4. The Parties declare that they have read the Agreement, understand its content and are aware of the scope of their rights and obligations.