

SOFTWARE LICENSING AGREEMENT

Definitions of terms

AGREEMENT - this License Agreement

PRODUCER - AutoMapa sp. z o.o.

LICENSEE - the party concluding this agreement with the PRODUCER

PRODUCT - software, data and other materials included in the AutoMapa package

DEVICE - the device on which the PRODUCT is used

Content of the Agreement

1. The PRODUCER grants the LICENSEE LICENSE to use the PRODUCT, and by installing or using the PRODUCT, the LICENSEE agrees to all the terms of the AGREEMENT. The PRODUCT and its copies are the property of the PRODUCER and any rights not expressly granted in the AGREEMENT remain the rights of the PRODUCER. The LICENSEE agrees to make every reasonable effort to protect the PRODUCT against unauthorized use, reproduction, distribution and publication.

2. The LICENSEE is entitled to:

a) install and use the PRODUCT only for their own needs on one of their own DEVICES, provided that the conditions of purchase of the LICENSE presented directly by the PRODUCER at the given point of sale (e.g. AppStore) do not allow a wider range of use (e.g. on more than one DEVICE),

(b) use the PRODUCT and its possible updates for a period depending on the type of LICENSE purchased (e.g. 7-day licence, annual licence, etc.),

(c) in the case of a PRODUCT purchased together with a DEVICE (OEM LICENSE), the LICENSEE may use the PRODUCT only on said DEVICE and may transfer the rights and obligations resulting from the OEM LICENSE only with the transfer of ownership of the DEVICE.

3. Any other use of the PRODUCT is not permitted. The LICENSEE is not entitled, without separate permission from the PRODUCER, to for example:

(a) sell, rent, lease, sub-license, transfer, use on a time-share basis, in whole or in part, present to the public or give access to the PRODUCT to persons who do not hold a LICENSE for use of the PRODUCT,

(b) decode, decompile, disassemble the software contained within the PRODUCT, or attempt to break, remove or bypass the security software codes of the PRODUCT,

(c) remove or alter the PRODUCER'S markings or trade marks on the PRODUCT,

(d) copy or make available in any way any part of the data contained in the PRODUCT, whether in text or graphic form (including the geographical position of buildings or other objects),

(e) use the PRODUCT to geocode or reverse geocode external databases,

(f) control the operation of the PRODUCT through external applications (e.g. via the so-called API)

4. The PRODUCER has made every effort to provide the PRODUCT with accurate data and ensure its trouble-free operation. Nevertheless, the LICENSEE accepts that the PRODUCT may contain a number of errors, faults, omissions or irregularities. Therefore, the PRODUCER does not encourage reliance solely on the data and functions contained in the PRODUCT. The PRODUCT is provided "AS IS", without warranty of any kind, either expressed or implied, including, but not limited to, implied warranties of fitness for a particular purpose. The data contained in the PRODUCT are subject to change without notice. The PRODUCER shall not be liable for damages arising indirectly, accidentally or as a result of use of the PRODUCT by the LICENSEE, even if the PRODUCER is informed that such damages may occur.

5. To be fully effective, some functions of the PRODUCT may require:

- (a) an internet connection (which may be subject to fees imposed by the internet service provider),
- (b) the collection and transmission to the PRODUCER'S servers of anonymous statistical data concerning traffic conditions.

If the LICENSEE disables PRODUCT settings which allow such actions, some functionality may become unavailable. When registering, the PRODUCT can forward the LICENSEE'S default email address to the PRODUCER'S server. If the LICENSEE withdraws their consent to associate their email address with the LICENSE, this may, among other things, prevent the recovery of the LICENSE number in case of its loss. If data from countries other than Poland is used in the PRODUCT, use of such data may require the LICENSEE to comply with terms imposed by the data provider. In such a case, these conditions will be available in the PRODUCT.

6. The LICENSEE may terminate the AGREEMENT at any time by fully removing the PRODUCT installation. The PRODUCER may terminate the AGREEMENT due to a material breach of the AGREEMENT by the LICENSEE. Termination of the AGREEMENT shall not result in refund of the amount paid for the LICENSE. No delay or failure by the PRODUCER in asserting their rights or pursuing claims under the AGREEMENT shall be deemed a waiver of future or other attempts by the PRODUCER to assert such rights or pursue such claims.

Any disputes regarding rights and obligations under this AGREEMENT will be resolved in accordance with the commercial law of the country where the license was purchased, except for copyright, patent and trademark protection. These in turn will be settled in accordance with Polish law and relevant international treaties and conventions. The AGREEMENT constitutes the exclusive and complete arrangement between the parties on the subject matter thereof and supersedes any prior AGREEMENTS, arrangements and settlements between the parties.

(c) AutoMapa sp. z o.o. **Published: 2020-03-30**