

ConstantRobotics Sp. z o.o.

Warsaw, Poland  
VAT ID: PL5252930273  
info@constantrobotics.com

## NON-EXCLUSIVE PERPETUAL LICENSE AGREEMENT FOR COMPILED VERSION OF THE SOFTWARE

LICENSOR NAME: "ConstantRobotics Sp. z o.o"

This non-exclusive perpetual license agreement (hereinafter the Agreement) defines the procedure for granting the right to use the source code of the software and is aimed at regulating obligations and responsibilities between ConstantRobotics Sp. z o.o. (hereinafter LICENSOR) and a person to whom the right to use is granted (hereinafter LICENSEE).

This Agreement is offered only to persons who are not consumers under any applicable law. If you are a consumer, you are **not authorized** to enter into the Agreement. In particular, if you reside within the European Union, you are a consumer, when you are a natural person purporting to enter into the agreement for any purpose outside your trade, business, craft or profession.

If you are not authorized to enter into the agreement, or if you do not agree to all the terms of the agreement, then you must not order the Licensed Work, and you must not install, access, copy or use the software.

The publication (posting) online of this Agreement constitutes an invitation to place an order to enter into a license agreement.

WITNESSETH THAT:

WHEREAS, LICENSOR has proprietary rights, which include intellectual property rights, to the Licensed Work".

WHEREAS, LICENSOR owns and controls all existing intellectual property, including but not limited to trademarks, copyrights, patents, and trade secrets, relating to the Licensed Work.

WHEREAS, subject to the terms and conditions contained herein, LICENSEE desires a license to use, and LICENSOR is willing to grant such license to LICENSEE.

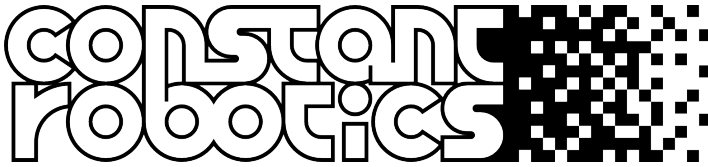
NOW, THEREFORE, for consideration of the foregoing, the parties freely and voluntarily enter into this Agreement under the following terms and conditions:

### ARTICLE 1 DEFINITIONS

1.1. "Licensed Software" means the files (libraries) of the Licensed Work that enable it to perform its declared functions.

1.2. "Licensed Work" means a source code of the "Software".

1.3. "Compiled Version" is the minimum requires set of files of the "Software" that allows LICENSEE to use all the functions of the "Software" on the certain type of processor, version of operating system and version of additional; software required for "Software" work selected



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when purchasing the license without providing files which include source code of data processing algorithms.

## ARTICLE 2 GRANT OF LICENSE

2.1. LICENSOR hereby grants to LICENSEE a royalty-bearing, worldwide, non-sublicensable, perpetual, non-exclusive license to use, install, reproduce, copy, sell, and distribute (on commercial and non-commercial basis) the Licensed Software conditional on the limitation imposed in Section 2.2. The Licensed Software is only licensed, not sold.

2.2. All reproduction, sale or distribution of Licensed Software shall be as part of LICENSEE's hardware or software products only. LICENSEE can include software into his top-level software. LICENSEE can include software into his top-level software. In addition, this license shall be non-transferable without the prior written consent of the LICENSOR.

## ARTICLE 3 DELIVERY OF LICENSED WORK

3.1. To conclude this Agreement a LICENSEE must send to the LICENSOR a request by placing an order on the LICENSOR'S website. In return the LICENSOR sends to a LICENSEE an e-mail confirming receipt of a request and an invoice for payment, which contains bank account details and the amount of license fee. The e-mail is acknowledgment that the LICENSOR has received the request and does not constitute acceptance of LICENSEE's offer. Only after the payment is made by a LICENSEE, the LICENSOR will provide the LICENSEE with a downloadable link to Licensed Work. The files are transferred to LICENSEE by opening a link to the cloud repository. The validity period of the link is one (1) business day.

3.2. The Agreement is entered into between the Licensee and the Licensor and is effective on the day the payment of the license fee is made. The application of any terms and conditions, general terms of purchase or other terms of the LICENSEE (whether or not contained in LICENSEE's purchase documents (including electronic commerce interfaces)) is hereby expressly excluded and therefore such terms do not become part of the Agreement.

3.3. The Licensor may offer technical support services for a specified period of time and such services may be subject to the payment of additional Fees. Technical support services are offered separately to this license.

3.4. In order to ensure the correct access to Licensed Work, the LICENSEE should ensure that the minimum technical requirements communicated by the LICENSOR or published are met, in particular as regards the type and minimum version of the operating system and Internet browser used, as well as access to the Internet.

3.5. The LICENSEE shall install and further use the "Software" on his own. "Software" designed for installation by the LICENSEE without further substantial support by the LICENSOR.

3.6. The LICENSEE has the right to install the Licensed Work on any devices (unlimited number of devices).



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#### ARTICLE 4 CONSIDERATION

4.1. As consideration for the license granted by LICENSOR to LICENSEE hereunder, LICENSEE shall pay to LICENSOR license fee (lump sum).

4.2. The license fee depends on the Licensed Work. VAT or other relevant taxes or charges apply.

4.3. Currency of payment: EURO, USD or PLN. The LICENSEE bears any bank transfer costs.

4.4. The license fee shall be paid by the LICENSEE not later than within five (5) business days after the invoice for payment has been issued by LICENSOR. Failure to pay the license fee within the deadline means that the LICENSEE withdrew the offer to conclude this Agreement and the LICENSOR is not bound to perform any of its obligations.

4.5. The remuneration shall be paid by bank transfer.

4.6. The payment of license fee is deemed to be effective at the time the funds are received in the LICENSOR's current account.

4.7. Payment and checkout is possible using a credit card when ordering a product through the [www.constantrobotics.com](http://www.constantrobotics.com) shopping cart.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. LICENSOR represents and warrants that it has the full right and power to grant the license set forth in Section 2; and it is not under, and will not assume, any contractual obligation that prevents it from performing its obligations hereunder or conflicts with the license granted in Section 2.

5.2. The LICENSOR provides LICENSEE the "Licensed Work" according to the AS IS ("As is") and "as available" principle. To the fullest extent permitted by applicable law and except otherwise expressly contained in the Agreement, the LICENSOR hereby disclaims any warranty, express or implied, statutory or other, of any kind or nature, including, but not limited to, any warranties of performance or merchantability, commercial suitability, data accuracy, or fitness for a particular purpose or use, including without limitation that LICENSOR does not warranty that the Licensed Work will be error-free, complete, or correct. The LICENSOR does not provide any other warranties. The LICENSEE uses the Licensed Work at its own risk and the LICENSOR does not bear any responsibility nor have liability to the LICENSEE or any third party in connection with the LICENSEE's use of or reliance on the Licensed Work. LICENSOR in particular is not liable for gaps and deficiencies arising and/or detected in the process of updating, operating and maintaining the "Software" (including without limitation compatibility problems with other software products, drivers etc., inconsistency of the results of using the "Software" with the LICENSEE's expectations etc.).

5.3. The LICENSOR shall not be liable to the LICENSEE where faults arise from:

(a) the possession, use, development, modification or maintenance of the Software (or any part thereof) by the LICENSEE other than in accordance with the Agreement, if the infringement would have been otherwise avoided;



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- (b) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by;
- (c) any breach of the LICENSEE's obligations under the Agreement;
- (d) any modification not authorized by the LICENSOR resulting in a departure from the Agreement; or
- (e) any operator error on the part of the Licensee.

5.4. Notwithstanding anything in the Agreement and except for liabilities arising from the gross negligence or willful misconduct of a party, in no event shall (a) the LICENSOR be liable with respect to any subject matter of the Agreement under any contract; tort including negligence or strict liability; indemnity or other legal, contractual or equitable theory for any indirect, special, punitive, incidental or consequential damages, however caused and whether or not advised in advance of the possibility of such damages; damages for lost profits or lost data; or cost of procurement of substitute goods, technology or services; or (b) the LICENSOR's aggregate liability arising under, with respect to, or in connection with the Agreement exceed 25% of the Fee actually paid by the LICENSEE for the Software.

5.5. LICENSEE must not:

- (a) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive, the Source Code, unless within the limits of the applicable law;
- (b) publish, promote, broadcast, circulate or refer publicly to the LICENSOR name, trade name, trademark, service mark or logo, without the prior written consent of LICENSOR;
- (c) commit any act or omission the likely result of which is that LICENSOR reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on LICENSOR's interests.

5.6. LICENSEE will indemnify and hold harmless the LICENSOR against all costs, expenses, losses and claims made against the LICENSOR as a result of any infringement of a third party's intellectual property rights arising from the LICENSEE's unauthorized use of the Licensed Work under the Agreement. LICENSOR must notify promptly the LICENSEE of the charge of infringement or of the legal proceeding, and the LICENSOR must provide the Licensee, at Licensee's expense, with reasonable assistance and information, but no cost or expense shall be incurred for the account of the LICENSOR without its prior written consent.

## ARTICLE 6 TERMS & TERMINATIONS

6.1. The LICENSOR shall have the right to unilaterally amend the Agreement at any time at its discretion. If the LICENSOR amends the Agreement, such amendments shall enter into force from the moment the amended text of the Agreement is posted on the Internet.

6.2. In the event of disagreement with the amendments and/or additions, the LICENSEE has the right to terminate the Agreement by sending a notice of unilateral withdrawal from the Agreement to the LICENSOR.

6.3. This Agreement shall be valid from the Effective Date indefinitely. In the event of termination, all licenses granted to end-users prior to termination and corresponding royalty obligation shall survive.



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6.4. The parties unconditionally agree that silence (absence of written notification of termination of the Agreement or of disagreement with certain provisions of the Agreement shall be considered as consent and adherence of the LICENSEE to the new version of the Agreement.

#### ARTICLE 7 COMMUNICATIONS

7.1. Notices and other communications shall be sent by email (info@constantrobotics.com) or by registered or certified mail to the following address and shall be effective upon mailing: Adama Mickiewicza 37/58, 01-625 Warsaw, Poland.

#### ARTICLE 8 CHOICE OF LAW

8.1. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of Poland, excluding the Convention on the International Sale of Goods (CISG) and without regard to its principles or laws regarding conflicts of laws.

Any disputes shall be addressed and resolved through the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, Poland, and the arbitration shall be held in English.

#### ARTICLE 9 OTHER CONDITIONS

9.1. The Agreement shall be made available on the Internet at [www.constantrobotics.com](http://www.constantrobotics.com). This Agreement is drawn up in English.

9.2. All the terms of this Agreement apply equally to the "Software" as a whole and to its components individually.

9.3. The "Software" may include the Apache 2.0 software. Relevant terms of a license of Apache 2.0 apply.

9.4. The Licensor retains all rights, title and interest in and to the Software, as well as all intellectual property rights in and to the Software not expressly granted in the Agreement. The Software is protected by copyright and other intellectual property laws. The LICENSEE does not acquire any rights of ownership in the Software hereunder.

9.5. If any provision of this Agreement to any extent is declared invalid or unenforceable, the remainder of the Agreement will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law.

9.6. The export of the Software from the country of original purchase may be subject to control or restriction by applicable local law. The LICENSEE agrees not to export the Software from any country in violation of applicable legal restrictions on such export.