



License agreement

Licensor: Mariusz Tarka, an entrepreneur entered into the Central Information and Register of Business Activity under the name: Marigold Mariusz Tarka with its registered office in Pruszków (05-800), 28A/25 Broniewskiego street, NIP:774 266 15 74

and

Licensee – User of the Account

I. General Provisions

1. The subject of this Agreement is a royalty-free, non-exclusive License for 3D files available at www.marigold.pl (hereinafter referred to as: Website), presenting a three-dimensional visualisation of spare parts for motor vehicles (hereinafter referred to as: Files) (hereinafter referred to as: License).
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 - dissemination of the Files by their public execution, exhibition, displaying, reproducing and making the work available to the public (but without further copying by third parties) by means that everyone may access it at a place and time of their choice (in particular over the Internet);



- b. The Licensee is entitled to use the Files exclusively for its own use, including for scientific, research and design purposes;
- c. The Licensee is not entitled to use the Files for the purposes of commercial, including for marketing or advertising purposes;
- d. In particular, the Licensee shall not be entitled to resell, lease or lend the Files to third parties or use the Files for profit-making purposes;
- e. Files can be downloaded for an unlimited number of terminal equipment;
- f. The number of projects completed on the basis of downloaded Files, subject to the provisions of this paragraph, is unlimited;
- g. This Agreement does not restrict the ability to use any ideas, concepts or know-how for Licensee's non-commercial purposes.

7. The source code of the Files is not publicly available. The Licensee is not entitled to publish the source code of the Files under any form without consent of the Licensor, neither in whole nor in fragments, under pain of payment to the Licensor of a contractual penalty in the amount of five times the minimum remuneration for work applicable on the territory of the Republic of Poland on the date of downloading the File from the Licensor's Website.

8. The Licensee is entitled to modify the source code of the Files for its own purposes with no right to disclose the results of such work to third parties, free of charge or commercially. In particular, the Licensee shall be entitled to adapt the Files, change them, decompile or disconnect fragments thereof.

9. The Licensee may control the use of the Files according to its compliance with the provisions of this Agreement.

10. The Licensee shall not have the right to transfer the rights under this License to other entities, under pain of payment of the contractual penalty indicated in paragraph 7 above.

11. In the event of a breach of the terms of the Licence and damage to The Licensor, the Licensor may claim compensation from the Licensee transferring the amount of the stipulated contractual penalty.

II. Licensor's liability

1. The Licensor shall not be liable for malfunctions of the Files either separately or in combination with the software with which they were used.

2. The Licensor shall not be liable for any consequences caused by modification of the Files by the Licensee.

3. The Licensor shall not be liable for failure to operate the Files on a particular terminal equipment of the Licensee, including in particular the occurrence of disruptions or interruptions in the functionality of the Files caused by hardware differences or the setting of Internet connections.

4. The Licensor does not guarantee that the Files will work on the terminal equipment in a continuous, flawless and uninterrupted manner or that they will comply with the hardware or system requirements of components supplied by third parties.

5. The Licensor shall not be liable for property and non-property damage incurred by Licensee or third parties as a result of non-performance or improper performance of the Agreement, including those caused by errors and defects in the Files. In particular, the Licensor shall not be liable for any



information or income lost by the Licensee, the Licensee's inability to use the Files or the resulting dysfunctionality of other software. In particular, the Licensor shall not be liable for any information or income lost by the Licensee, the Licensee's inability to use the Files or the resulting dysfunctionality of other software. The Licensor's liability, based on the implied warranty, for physical and legal defects of the Files is excluded, as well as for physical and legal defects of the media on which the Files are located.

III. Termination of the Licence

1. This License may be terminated by the Licensor if the Licensor identifies a violation of this Agreement. Termination of this License Agreement is immediate.
2. . In the event of cancellation or expiry of the License, the Licensee shall immediately cease further use of the Files, remove the Files and any copies thereof from the terminal equipment.

IV. Final provisions

1. Any amendments, supplements or other modifications to the terms and conditions of this Agreement shall be subject to the Licensee's renewed acceptance in the form in which this Agreement is concluded.
2. This Agreement constitutes the complete agreement between Licensee and Licensor and supersedes all prior agreements between the parties concerning the use of the Files.
3. The law applicable to the interpretation and application of this Agreement shall be the law applicable in the territory of the Republic of Poland.
4. The competent court is the court with territorial jurisdiction for the Licensor; this does not apply to consumers within the meaning of Article 22(1) of the Civil Code - in such a case jurisdiction is determined on the basis of general provisions.
5. If any provision of this Agreement is found to be invalid or ineffective, that fact shall not affect the validity of the Agreement for the remainder. The invalid or ineffective provision shall be replaced by the valid legal provision in the wording closest to the replaced one.
6. . To the extent not governed by the provisions of this Agreement, the relevant provisions of the Civil Code, the Act on Copyright and Related Rights and other laws shall apply.