Licence Agreement
Visium Home

YOU SHOULD CAREFULLY READ TERMS AND CONDITIONS AS WELL AS PROVISIONS CONTAINED HEREAFTER. SHOULD YOU NOT ACCEPT ANY PROVISION OF THIS AGREEMENT, YOU MUST NOT INSTALL THE PROGRAM AND PROCEED TO USE IT, INSTALLATION AND STARTING TO USE THE PROGRAM SHALL MEAN YOU ACCEPT TERMS AND CONDITIONS HEREOF.

This licence agreement for the use of Visium Home computer program sets out a legal agreement between the Program User „Licensee" and the Program Proprietor: Komandor S.A. with its registered seat in Radom, ul. Potkanowska 50, KRS (National Court Register) number: 000085569, NIP (VAT No.): 8171004109 hereinafter referred to as „Licensor".

§1 Definitions

Licensor - Komandor S.A. with its registered seat in Radom, ul. Potknanowska 50, KRS (National Court Register) number: 000085569, NIP (VAT No.): 8171004109.

Licensee – a legal person, organizational unit, capable of entering into obligations and acquiring rights on its own behalf, a natural person having legal capacity to perform acts in law and aged 18 (including an entrepreneur), hereinafter referred to as Customer or User.

Visium Home program – a computer program made available in a trial or commercial version for designing and estimated (example) valuation of products, i.e.: fixed joinery, free-standing furniture and mobile walls, designed as a support tool for entrepreneurs engaged in design, manufacture, assembly and sale of the above mentioned products. The program may have only auxiliary function and may not have all functions, parameters or components required for appropriate execution of an order, and its use does not exempt the Licensee from self-verification of generated data, doing calculations, verifications, etc. by himself, including checking availability of components needed to manufacture products or checking prices, which the Licensee hereby accepts. In particular, all data and parameters required for assembly, especially the upper track to the construction of a building must be calculated by an associated certified designer cooperating with the Licensor, and any liability of the Licensor in this respect is hereby excluded.

Visium Home Program Libraries – libraries containing components (parts) which may be used for designing products and find out the approximate (estimated) price thereof. The Licensee does not guarantee that the components will be at all available on the market and at approximate (estimated) prices. The Licensee is obliged to independently determine availability of the components and prices thereof. The Licensor's liability for example components and approximate (estimated) prices, including the design result and its estimated cost, is hereby excluded to the fullest extent allowed by law, which the Licensee hereby accepts. The Licence may not use the attached libraries otherwise than by using the program.

Licence – non-exclusive, non-transferable and single-workstation licence for the use of the Program as it is intended for, in compliance with the provisions hereof and Visium Home regulations, granted:

- in the Premium version (subscription type) for the period of 1 month, however, it is self-renewable unless the Customer files in a resignation by sending his statement to the following address: info@visiumhome.com 7 days before the lapse of a settlement period, and makes a payment towards the next subscription period,
- in the Trial version, on a one-off basis for the period of 90 days (non-renewable).

The Licence allows installation of Visium Home program on a single device (computer) exclusively. The Licence is assigned to a device (computer) which it has been activated on.

§ 2 Copyright

1. All copyrights for the Program under this licence agreement are vested in the Licensor, who is the Manufacturer thereof. The Program is in copyright and is protected under international agreements on copyright as well as other legislation and international agreements on the protection of intangible property rights. Violation of those rights shall be subject to civil and criminal liability.

2. The source code of the Program constitutes the Licensor's intellectual property and shall not be revealed.

3. Komandor S.A. (Licensor) reserves all rights to the Program, including the ownership right.

4. The Program contains some solutions invented by third parties, and the Licensor has signed relevant agreements confirming their consent to the use thereof. The licences of the third parties are stipulated in § 9.

§ 3 Scope of Licence

1. After the User has accepted this Agreement and has made a payment (in the case of paid licences), the Licensor shall grant the Licensee with a non-exclusive and non-transferable licence for a fixed period, i.e.: the right to use Visium Home Program under one of the two following types of licences:

   a) a single-workstation commercial (paid) subscription-type licence for the Premium version for the period of (1) one month, self-renewable unless the Customer files in a resignation by sending a statement to the following address: info@visiumhome.com 7 days before the lapse of a settlement period, and makes a regular (monthly) payment in compliance with the regulations,

   b) a single-workstation test licence for the Trial (free) version for the period of 90 days (non-renewable), the User may download up to 10 free licences for the Trial version for testing, however, it cannot be activated again on a device (computer) which the Trial version has been activated on before.

2. The use of Visium Home Program TRIAL version is possible only to become familiar with its functional features, in particular the scope of design.

3. Visium Home Program TRIAL version is limited in terms of functionality and number of library components available, which are available in the commercial (Premium) paid version.

4. Visium Home Program TRIAL version licence may be granted to the Licensee free of charge up to 10 times, however, it cannot be activated again on a device (computer) which the Trial version has been activated on before.

5. The test licence is non-exclusive, non-transferable, single-workstation and is valid for the period of 90 days (Trial version) counting as of the licence activation on the User's computer, and in the case of the Premium version for the period of 1 month of the day when the activation code has been made available, however, the Premium version licence is self-renewable unless the Licensee files in a resignation. The program licence is assigned to the User who has purchased the licence. The Licensor does not allow rental, resale, lease or transfer of the Licence to other entities. The Licence is assigned to a particular computer and it cannot be transferred to another device.

6. In the event of the lapse of a period which the Licence (Trial) has been granted for, or a resignation being filed in in the case of the Premium version, or lack of payment for the next subscription period, or the licence being blocked in the case of abuse or agreement violation, the Program shall cease to work or may be blocked by the Licensor.

7. While not being obliged, the Licensor may, any time and without prior notice, introduce changes to the Program, in particular in the Program Library or products related thereto.

8. The Licensor is not obliged to give support or update the Program. Should the Licensor develop such updates, he may make it available to the Licensee along with access to database management panel. The Licensor does not offer technical support or care in the period and under the licence.

9. While not being obliged, the Licensor shall be authorized at any time to take steps aimed at verifying authenticity, reliability and preciseness of information given by the entity applying for the free test licence or commercial licence.

10. The Licensor reserves his right to apply additional securities against using the Program, including blocking the Program with additional licence keys and passwords, requiring the Licensee's intervention, as well as to deny access to the Program should any violations be noticed.

11. The Licensor reserves all rights not granted in detail herein.

§ 4 Program activation

After the Program has been installed on a computer or its older version has been updated, Program activation will be required. Information on a way of generating an activation code describing a list of steps necessary for licence activation shall be sent to an e-mail address indicated. Activation assigns a licence to a particular user. In the case of regular payments connected with subscription (self-renewable) licence, the User is obliged to refresh his licence (automatically in the program or manually following a PDF manual) after each payment made. In the case of a single-workstation licence in the Premium version, the program may be activated many times, but only on this particular computer which the licence has been assigned to. The activation code may not be made available to third parties. In the event of any abuse, the activation code assigned to the User shall be blocked.

§ 5 Licensee's restrictions

1. It is not allowed:
a) to further resale, make available or lease, hire, lend, sublicense and loan the licence granted,
b) to grant any kinds of further Program licences,
c) to copy, reproduce the Program,
d) to decompile, disassemble, subject the Program to any modifications and other actions aiming at reconstruction of the source code or the Program functioning other than intended by the Program licensor,
e) to adapt or translate the Program or tamper with the Program;

f) to modify the Program environment in order to use it beyond the period which free (TRIAL) licence or commercial, subscription type (self-renewable) Premium licence has been granted for,

g) to take any steps aiming at overcoming or removing or disabling any of the Program security mechanisms,

h) to use the Program in order to develop new programs being in conformity with or competitive to the Program, or create programs based on the Program;

i) to use any part of the Program separately or independently of the Program,

j) to use the Program in a network.

2. After the Licence has expired or has been terminated, the User shall uninstall the Program and remove any copies thereof.

§ 6 Licensee's rights

1. In the event of no payment, the Licensor shall be authorised to terminate the agreement immediately by sending a statement to the e-mail address specified by the Customer.

2. The Licensee accepts that the lack of regular payments may result in the Program being completely blocked, whereas a delay in payments may result in the Program being temporarily blocked, which will require a subsequent activation having settled the amount due. The Licensor shall not in particular be liable for external operators handling payments. The Licensee hereby waives any claims against the Licensor resulting from the above reasons.

3. The Licensor reserves his right – on a discretionary basis – to refuse automatic renewal (of a subscription), by sending information to an e-mail address 5 days before the commencement date of the next period and terminating the future service/ subscription, among others, in particular in the event of the Customer being in arrears with payments, violating provisions of the licence agreement or regulations, or in the case of a change to the Program proprietor.

4. The User hereby accepts that the Licensor shall not be liable against the User for any above mentioned termination. The User releases the Licensor from any liability, costs, expenses, necessary compensation resulting from the above termination or related thereto.

§ 7 Liability

1. The Visium Home Program is a tool to be used by qualified people. It is not to be used in place of professional assessments, calculations or verifications. The Program may only serve an exclusively auxiliary purpose and may not contain all features, parameters or components required for appropriate execution of an order, and its use shall not exempt the Licensee from independent verification of generated data, calculations, etc., including checking the availability of components or checking typical prices. In particular, all data and

parameters required for the installation of the upper track to the construction of the building must be calculated by a certified designer cooperating with the Licensor, and the Licensor's liability in this respect is hereby excluded.

2. The Licensee shall bear exclusive liability for any results arising from the use of the Program. The Licensee shall accept the risk arising from the use of the attached Program and shall be fully liable for the outcomes of his work, in particular for the choice of appropriate parameters, procedures in order to achieve intended results, and then for independent and complete verification thereof.

3. The Program shall be supplied by the Licensor AS-IS, i.e.: in such condition as it has been manufactured. The Licensor shall not guarantee that the Program will live up to the Licensee's expectations, or its function will be entirely free from any errors. The Licensee shall bear full risk with respect to the possibility of using the Program provided for a given purpose. The Licensor shall not be liable to the fullest extent allowed by law for any losses, including, but not limited to, those arising from losses in business activity run, breaks in business activity run, loss of information related to the business activity run or other pecuniary losses, resulting from the use or inability to use the Program.

4. The Licensor shall not grant any guarantee and warranty (and the Parties shall exclude any implied guarantees or warranties), that the Program shall function appropriately, be of suitable quality and live up to the expectations.

5. In disputable matters the Licensor's total liability for losses resulting from the use of the Program and compensation for the Licensee shall be limited to the price paid for a single-workstation licence for the period not longer than a 6-month subscription the Licensee has purchased unless it has been decided otherwise under a relevant agreement.

6. The Licensor may not guarantee that the Program shall function correctly in conjunction with any computer equipment, operational system, etc. The Licensor is not obliged to rectify incorrect functions of the Program, or add new functions.

§ 8 Supplementary provisions

1. When installing the Program, each User, including a consumer, shall lose his right to withdraw from the distance agreement before the lapse of a statutory period of 14 days and he is not entitled to return privilege since the program licences are personal, granted to a specific Customer. Additionally, the moment a licence is activated, a period of Program update service (if any) rendered by the Manufacturer commences. Therefore, the User consents to Program update service (if any) being rendered by the Manufacturer immediately after he has installed and activated the Program on his computer.

2. The Licensee shall not be authorized to assign rights arising from this agreement.

3. This agreement shall be governed by the law of the Republic of Poland. Relevant provisions of the copyright act and related acts as well as the Polish civil code and other relevant provisions of the Polish law shall be applicable to matters not regulated herein. However, should the Licensee be a consumer, none of the provisions of this Agreement deprive him of the protection under directly applicable legal regulations (in particular those concerning consumer's rights).

4. Any disputes with the Licensee not being a consumer shall be settled by a court competent for the Licensor's seat.

§ 9 Licences of third parties

The content of third parties' licences:

1. Antlr3.txt
2. Automapper.txt
3. BouncyCastle.txt
4. CastleCore.txt
5. com.angusj.Clipper.txt
6. CommanLineParser.txt
7. FakeIt-Easy.txt
8. ICSharpCode.SharpZipLib.dll.txt
9. Iesi.Collections.txt 10. jacobslusser.Scintilla.Net.txt
10. JetBrains.Annotations.txt
11. Jint.txt
12. jQuery.txt
13. log4net.txt
14. MailKit.txt
15. Microsoft.AspNetCore.txt
16. Microsoft.Office.InterOp.txt
17. Microsoft.Owin.txt
18. Microsoft.SqlServer.SMO.txt
19. Microsoft.Tpl.Dataflow.txt
20. Microsoft.Web.Infrastructure.txt
21. MimeKi.txt
22. morelinq.txt
23. Newtonsoft.Json.txt
24. NHibernate.txt
25. Ninject.txt
26. Ninject.Extensions.Conventions.txt

27. Ninject.Extensions.Factory.txt

28. Nito.AsyncEx.txt

29. NUnit.txt

30. OWin.txt

31. Postal.Mvc5.txt

32. QuantityTypes.txt

33. QuickGraph.txt

34. RabbitMQ.Client.txt

35. RazorEngine.txt

36. RestSharp.txt

37. SharpSvn.txt

38. SharpZipLib.txt

39. System.Collections.Immutable.txt

40. WebGrease.txt

41. DevExpress.DxExperience.txt

42. Wout Ware CADLib.txt

43. Triangle.NET.txt

44. Ogre3D.txt

45. Autodesk FBX SDK.txt

46. Lib3DS.txt