



General Licensing Conditions

§ 1.

1. This document details the legally binding rights and obligations of Parties, related to the use of Software by the Licensee, i.e. the General Licensing Conditions.
2. The Licensee is obliged to review the General Licensing Conditions, since starting the use of Software equals acceptance of the document.
3. If the Licensee does not accept the General Licensing Conditions, they cannot use the Software.
4. The Parties exclude the application of any other agreements used/established by the Licensee.
5. The Licensee is obliged to review the General Licensing Conditions. The General Licensing Conditions are publicly accessible on the website www.noyen.com

§ 2.

In order to standardize the interpretation of certain terms in the General Licensing Conditions, the following definitions apply:

1. Software – PLC and HMI software controlling the Machine, that manages the Machine and sets its parameters, as well as communicates with the user. Software is a computer program, according to the definition of the Polish Copyright and Related Rights Act of February 4 1994 [*ustawa z dnia 4 lutego 1994 r. o prawie autorskim i prawach pokrewnych (Dz.U. 2006 r. Nr 90 poz. 631 z późn. zm.)*].
2. Machine – any machine or device purchased by the Licensee from the Licensor, that includes Software.
3. Licensor – NOYEN SP. Z O.O. with seat in Lublin, Poland.
4. Licensee – the party purchasing the Machine including Software from the Licensor.

§ 3.

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§ 4.

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§ 5.

The Licensee is permitted to keep one copy of the Software, provided by the Licensor. It is not allowed to download a copy directly from the PLC driver or the HMI panel. Unless the parties have decided otherwise, the copy of the Software is in a compiled version, that does not allow browsing of the program code or make modifications.

§ 6.

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§ 7.

1. The license covers any updates and new versions of the Software used by the Licensee on the basis of the license, unless the update or new version of the Software is covered by other licensing conditions, which the Licensee will be informed about.
2. The Licensor does not guarantee the Software to be fully free of errors, however the Licensor does undertake actions meant to minimize the occurrence of any errors in the Software.
3. During the licensing period, the Licensee may request the Licensor to make changes to the Software by introducing different solutions than used in Machines. In case of such defined request by the Licensee, the Licensor will define the possibility of making changes to the Software, the time required to make them and the remuneration for making the changes. Any changes to the Software upon the Licensee's request will be made after the Licensee accepts the Licensor's conditions.

§ 8.

1. During the licensing period, the Licensor is obliged to remove from the Software, without additional remuneration, subject to provisions below, the critical faults, i.e. faults that make it impossible to use the Software or cause enough limitation in Software use that it does not perform its basic functions. This provision does not apply to serious faults, i.e. those that limit the use of the Software but still allowing it to perform its basic functions, or low category faults, i.e. those that do not limit the use of the Software. Fault classification is done by the Licensor, after a request by the Licensee.
2. The Licensor is not liable for any damage or loss caused by improper use of the Software, damage or loss caused by data loss or distortion, damage or loss caused by spreading harmful applications with the Software, or blocking the use of other software.
3. The Licensor accepts Licensees' comments about the Software, including comments on malfunctions, errors or other examples of faulty functioning of the Software, as well as suggestions for additional functionalities or modifications, by email to the address: bok@noyen.com, on workdays (Monday to Friday), from 8 a.m. to 4 p.m.
4. The Licensor is obliged to respond or react to any comments or suggestions, subject to the provisions below, while the Licensee grants the Licensor a right to the right to use and license (if applicable) the comments and suggestions to the Software, which is perpetual, irrevocable and free from licensing fees.
5. The Licensor ensures technical support in the form of responding to questions submitted in the aforementioned manner and strictly related to the Software. The Licensor does not guarantee solving every technical issue that may arise over the course of Software use.
6. The Licensor reserves the right to refuse to respond to a notification. The Licensor is not obliged to provide technical support in relation to notifications caused by:
 - a) improper use of the Software, including improper administration of the Software,
 - b) incorrect Software installation or configuration, unless it had been performed by the Licensee according to the Licensor's guidelines,
 - c) faults in devices incompatible with the Software,
 - d) repairs or modifications of the Software performed by unauthorized third parties,
 - e) external causes as a result of force majeure.



7. In case of the Licensee making a notification that is not covered by technical support, the Licensor will inform the Licensee of that, with a short explanation on why the notification is unjustified and why the Licensor refuses to respond, or present an offer for the support in the scope required.
8. None of the provisions of this section should be interpreted as the Licensor providing a quality guarantee or any other assurance of this kind regarding the Software.
9. In the course of technical support, the Licensee agrees to remote access to the software by the Licensor. The access will be done by means of an encrypted VPN connection.

§ 9.

The Licensee confirms and accepts that the Licensor can, in the scope allowed by the law:

- a) collect, process and use the aggregated data stored by the Software or the related data, e.g. data generated by the Software or Machines containing the Software, as well as create anonymous and/or aggregated data records that do not enable the Licensor to determine the identity of people involved ("aggregated data")
- b) use this aggregated data to refine the Software, develop new Software or services, analyze industry trends, create and publish compilations, reports or databases that sum up the information above, as well as for any other justified general purposes related to the Licensor's business,
- c) use the aggregated data to investigate any actual or potential illegal activities, solve problems related to these activities and/or prevent them from occurring.

§ 10.

The Software may include or have downloaded some third party applications. The Licensor does not make any statements regarding these applications, and any responsibilities of the Licensor regarding them do not apply. The Licensee explicitly confirms and agrees to use the third party applications at their own risk and that all risk regarding unsatisfactory quality, efficiency, thoroughness and effort of these applications is on the Licensee. The Licensee accepts that the Licensor does not bear any direct or indirect responsibility for any loss or damage, including loss or damage caused by or allegedly caused by the use or relying on such information, products or services available in or via the application. The Licensee confirms and accepts that the use of third party applications is regulated by rules, conditions and policies of the suppliers of these applications.

§ 11.

The Licensor may terminate the license agreement, effective immediately, if:

- a) the Licensee has infringed on the Licensor's copyright to the Software;
- b) the Licensee does not obey the General Licensing Conditions.

after a written appeal for the Licensee to rectify the infringement within 14 days from receiving the appeal.

§ 12.

The Licensee cannot cede the license or any rights and obligations resulting from this licence (enforced by law or other), without prior written consent from the Licensor.

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§ 13.

Any modification, change, supplementation, termination, dissolution or rejection of these General Licensing Conditions requires a written form, on pain of invalidity.

§ 14.

In unregulated cases, provisions of the Polish law apply, in particular the Polish Copyright and Related Rights Act and Polish Civil Code provisions.

§ 15.

Any disputes or financial claims between the Parties, related to the content or execution of these General Licensing Conditions, shall be settled in an amicable way. If within 10 (ten) days from the document commencing the dispute or detailing the claim the Parties do not reach an understanding, the dispute or claim will be settled by the common court proper to the location of the Licensor's seat.