License agreement

for the use of paid computer software by OpenSolution

§ 1

Definitions

In the content of the Agreement, the following words and designations should be understood as follows:

1. OpenSolution – OpenSolution Zdzisław Zawada based in Goleszów, ul. Fabryczna 23/1, 43-440 Goleszów, REGON No: 240262286, VAT Registration No: PL548377466, represented by Zdzisław Zawada.
2. User – a person, who came into possession of the Software created by OpenSolution.
3. Agreement – this license agreement.
4. Software - Quick.Cms.Ext or Quick.Cart.Ext paid computer software created by OpenSolution.
5. Use of the Software - any use of the Software by the User including downloading, installing, copying, logging on to the administration panel.
6. Website - single installation of the Software on an internet server available at one internet addresses.

§ 2

Subject of the Agreement, conclusion of the Agreement

1. The subject of this Agreement is granting to the User by OpenSolution a license for the Software on terms described in the following parts of the Agreement.
2. OpenSolution states, that they are the creator as well as the sole and exclusive entity entitled to grant license and provide the Software.
3. The Agreement regulates terms of use of the Software.
4. OpenSolution states, that they have the exclusive copyrights of the Software to the full extent, without any limitations to third parties with the explicit understanding, that the copyright does not extend to popular additional software included in the "plugins/" directory, which run under separate license agreements, and which the User should read.
5. The Agreement is concluded between OpenSolution and the User at the moment OpenSolution makes the Software available to the User.
6. Use of the Software constitutes acceptance of terms of the Agreement.

§ 3

Scope of use, limitations, penalties

1. OpenSolution, with reservation of the conditions stated below, grants the User a paid, non-transferable, non-exclusive license for the Software on the territory of the entire world in the scope of use such as:
   a) use of the Software to run a Website
   b) storing one backup copy of the Software. This copy may be used only for testing purposes and must be protected against access of third parties.
2. In case of reuse or distribution of the Software, the User is obliged to explain terms of the Agreement to others.
3. It is required to keep in a visible place, that is the footer of each page generated by the Software, clear and visible information in a graphical form containing the text "powered by Quick.Cart" or "powered by Quick.Cms", which must be a link redirecting to the http://opensolution.org/ website. It is prohibited to hide, diminish or modify in any way the displayed graphic file containing the Software name.
4. It is required to keep the information about the Software contained in the e-mail messages sent by the Software.
5. The User is not allowed to hide: the Software name, information from OpenSolution, OpenSolution logo as well as links to the OpenSolution website, which have been included in the Software.
6. Removing information described in sections 3 and 4 of this paragraph from a given Website is possible only after purchasing an appropriate option at http://opensolution.org/shop/
7. The license is granted in the scope of use for the use on only one Website, which address or addresses were stated in the order. If the address is changed, the User is obliged to inform OpenSolution about that change before the change is made at the e-mail address: info@opensolution.org or in a written form by traditional mail to the OpenSolution address, and obtain explicit permission from OpenSolution.
8. The license extends exclusively to the Software version purchased by the User. An update to a newer version is not covered by the Agreement and the User is not entitled to an update free of charge. The exception are bug fixes described in § 4.
9. The User is not allowed to use the Software for illegal purposes.
10. In case of breach of any of the Agreement's provisions by the User or other activities of the User to the detriment of OpenSolution, the User is required in each case to pay the stipulated penalty to OpenSolution in the amount of three times the price of the Software according to current price list published on the http://opensolution.org website. OpenSolution may however claim compensation for damage to the general principles, for damage arising from User's activities inconsistent with provisions of the Agreement, if the

amount of damage exceeds the stipulated penalty.

11. Every User using the OpenSolution Software is obliged to familiarize him or herself with the Agreement available electronically at all times at the www.opensolution.org website, to keep its provisions, and in case of lack of their consent to any of its provisions to immediately cease use of the Software with reservation of content of paragraph 5.

§ 4
Warranty, liability

1. OpenSolution grants warranty for the Software for the period of 12 months since conclusion of the Agreement.

2. OpenSolution makes available to the User descriptions of detected errors, which are recommended to be fixed in the Software.

3. OpenSolution grants warranty for the Software under the following conditions:

   a) a detected error or incorrect functioning of the Software should be reported to OpenSolution through the support form at the http://opensolution.org/support/ website

   b) OpenSolution commits to fix the error within 14 days since the report was received.

4. OpenSolution is liable for damage resulting from the Software's errors arising from OpenSolution's fault, including damage resulting directly from use or inability to use the Software, data loss or development of inaccurate data, as well as losses inflicted on the User or third parties, limited to the value of the Software at the moment it was purchased.

5. OpenSolution is not liable for damages that might occur as a result of factors independent of OpenSolution, actions of third parties or lack thereof, as well as the Software not being compatible with other software or servers.

6. OpenSolution is not liable for functioning of plugins and modifications added to the original version of the Software. Modifications of the Software may include errors causing loss of warranty.

§ 5
Termination of the Agreement

1. The Agreement is terminated when the User stops to use the Software. Every User can terminate the Agreement at any time. Termination of the Agreement by the User obliges the User to stop using the Software immediately and uninstall it, and in case the Agreement is breached, to satisfy all of its stipulations in particular to compensate for damages.

2. In case the Agreement is breached by the User, OpenSolution will call the User to cease the breach and to compensate for damages. When the deadline set by OpenSolution expires

with no effect, OpenSolution will be entitled to immediately terminate the Agreement. At that time the User is obliged to immediate cease of further use of the Software as well as immediate removal of the damages and compensation for them, in particular to pay the stipulated penalty, as he or she was called to. Further use of the Software by the User is equivalent to breach of the Agreement and obliges the User to immediate compensation for the damages.

3. Termination of the Agreement by the User does not create any obligations on OpenSolution including refund of the purchase or usage costs.

§ 6
Additional and final provisions

1. Any changes to the Agreement, additional arrangements with the User, must be confirmed in a written or digital form, otherwise it will be considered invalid, they must be clearly confirmed by both sides. Digital statement of intent for the purpose of this Agreement is equivalent to a written one.

2. The User may use modifications and updates of the Software under conditions determined separately by Sides.

3. Name and trademark of the Software are protected by law.

4. The Agreement is subject to and interpreted under the Polish law. Original text of the Agreement - http://opensolution.org/licencje.html in Polish is binding. This translation serves only as help with understanding the text for people who do not know the Polish language.

5. Disputes arising from this Agreement and not settled by negotiation, will be settled by an appropriate court.