

## LICENCE CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions adopted in the General Terms and Conditions of Endego sp. z o.o. ("**GTC**") shall apply to these Licence Conditions and shall have the same meaning as indicated in the GTC.
- 1.2 In matters not regulated herein, the provisions of the Agreement, the GTC and the relevant provisions of civil law and the Act of 4 February 1994 on Copyright and Related Rights (consolidated text in the Official Journal of Laws of 2022, item 2509, "**Act on Copyright and Related Rights**") shall apply.

### 2. LICENCE

- 2.1 Endego grants the Customer a non-exclusive licence ("**Licence**"), entitling Endego to exercise its proprietary copyrights ("**Copyrights**") in the Works created as a result of Endego's performance of the Agreement, under the terms and conditions set out in these Licence Conditions..
- 2.2 The Parties declare that the subject matter of the Licence is exclusively Copyright in the Works and does not apply to other manifestations of creative activity by Endego or its Staff.
- 2.3 Endego declares that it has the right to dispose of the Copyrights in the Works and that there are no restrictions or obligations to third parties in this respect which could prevent or hinder the granting of the Licence.

### 3. SCOPE OF LICENCE

- 3.1 Endego grants the Customer a licence to exercise the Copyright in the Works for a period of 5 years. The Customer shall be entitled to exercise the Copyrights on a worldwide basis.
- 3.2 The granting of the Licence covers all fields of exploitation known at the time of the conclusion of the Contract, including those indicated in Article 50 of the Act on Copyright and Related Rights, in particular:
  - 3.2.1 recording and multiplication of the Works or fragments thereof; production by any technique and means, in any form of copies of carriers containing the Works or fragments thereof, including by printing, magnetic recording and digital technique, introduction into computer memory, into a computer network (Intranet) or the Internet, without limitation as to the number of such units;
  - 3.2.2 circulation of the original and copies on which the Works or fragments thereof have been recorded - introduction into circulation, lending, lease or rental of the original or copies, making available and using the Works on websites, internal and public materials of the Customer, as well as making them available in individual communication networks;

- 3.2.3 dissemination of Works or fragments thereof in a manner other than specified above: public performance, display, exhibition, reproduction, as well as broadcasting and re-broadcasting, including simultaneous and integral broadcasting of the Works by another radio or television organisation or the Internet, as well as making the Works or fragments thereof available to the public in such a way that everyone can have access to them in a place and at a time of their own choosing, in particular by means of television, radio, Internet, by means of wire and wireless vision and sound via terrestrial and satellite broadcasting stations, introduction into computer memory;
  - 3.2.4 backing up of the Works or parts thereof and their use by the Customer and entities affiliated by capital or personality with the Customer;
  - 3.2.5 introduction of the Works to production and mass sales, both in consumer and professional trade.
- 3.3 Endego represents that:
- 3.3.1 it holds all unrestricted Copyright in the Works, and that the Works are free from any encumbrances and restrictions;
  - 3.3.2 it is entitled to transfer all Copyrights in the Works and to grant all consents, permissions and authorisations, in particular to grant authorisations to exercise derivative rights in the Works, to the extent and in accordance with the terms and conditions specified herein;
  - 3.3.3 the granting of the Licence does not in any way infringe the provisions of the applicable law or any rights or personal rights of third parties, including that the Works or parts thereof do not infringe the rights of third parties.
- 3.4 The Customer shall only be entitled to grant a sub-licence with Endego's prior written consent.
- 4. LICENCE EXPIRATION**
- 4.1 In the event that the Contract is rescinded or terminated by either Party on the basis of the provisions of the GTC or the generally applicable law, the License granted to the Customer shall expire upon rescission or termination of the Contract as a result of termination.
  - 4.2 The provisions of clause 4.1 above shall apply mutatis mutandis in the event of withdrawal from the Contract by either Party effective only in respect of that part of the work which had not been completed at the time the notice of withdrawal was given.