

# *CodeCleaner*

**LICENSE CONTRACT FOR  
CODECLEANER SOFTWARE**



**ENTERSO**

***REMARK!** Before the installation of CodeCleaner program you should read this document which is a legally binding contract the subject of which is granting a license for using CodeCleaner program. In case you do not accept any of the provisions of this contract you should not install, or use in any form the CodeCleaner application as a whole or in part.*

**THIS LICENSE CONTRACT FOR SOFTWARE (HEREINAFTER REFERRED TO AS A ‘CONTRACT’ CONSTITUTES A LEGALLY BINDING CONTRACT CONCLUDED BETWEEN:**

A person who has been granted the possibility to install the Software hereinafter referred to as the **Licensee**

And

Wojciech Kłodziński running an economic activity under the name of Enterso in Szczecin, on the basis of the entry nr /P/043051/06 to the record on economic activity run by the President of the City of Szczecin hereinafter referred to as the **Licensor**

**§1**

**DEFINITIONS**

The definition used in this contract shall mean:

1. “Software” – CodeCleaner program together with carriers or the program without carriers, printed materials, “on-line” documents and electronic documentation.
2. “License” – right of the Licensee to use the software according to the rules specified in this Contract.
3. “Written declaration” – a declaration submitted in a written form.
4. “E-mail of the Licensee” – address of the electronic mail, to which the software has been sent according to the request of the Licensee.

5. "Soft" – free demo version of the code Cleaner program designed for simple, not complicated static web sites.
6. "Premium" full version of CodeCleaner program designed for complex internet **websites** including dynamic elements.

## § 2

### CONTRACT CONCLUSION

1. This Contract is concluded at the moment of its installation, multiplication by any technique or any for of use of this software.
2. By installation, copying, or any other use of the Software the Licensee declares that he will observe the provisions of this Contract and accepts this Contact as binding.
3. In case the Licensee does not agree to observe the provisions of this Contract he shall have no right to install or use the Software.
4. the place of the conclusion of this Contract is the seat of Licensor
5. On accepting this License Contract the Licensee gives his consent for processing his personal data by the company of Enterso for marketing purposes and to receive commercial information issued by Enterso Wojciech Kłodziński.

## §3

### COPY RIGHTS

1. The Licensor declares that he is the creator of the Software and he is entitled to enjoy thereto related copy rights stemming from the Act of 4<sup>th</sup> February 1994 on Copy rights and related rights (Journal of Laws of 1994 no 24 item 83 with further amendments)
2. The Licensor declares and ensures that he enjoys exclusive and full property law to the Software which is the subject of this Contract. The above mentioned rights

are not burdened with any rights of any third parties and the disposition of them is not in any way excluded or limited.

## §4

### GRANTING THE LICENSE

1. Subject to the restriction specified in this Contract the Licensor grants the Licensee a non exclusive and non transferable License to use the software only in one copy and according to conditions specified in the Contract.
2. The License authorizes the Licensee to use the Software in the exploitation fields specified in § 5.
3. The Licensor reserves for himself all the rights not granted to the Licensee in the explicit way. The Software is protected by copy rights, provisions of international agreements on copy rights and other regulations and international provisions concerning protecting intellectual property.
4. The Licensee shall:
  - not acquire the right of ownership of the Software,
  - not be entitled to grant any sublicense to any third parties,
  - not be authorized to provide services, render Code Cleaner available to any, third Party,
  - not transfer the license.
5. The License does not include the right to render the Software or its copy available to any third party free of charge or against payment.
6. The License does not include the right to gain or use updated version of the Software.
7. The License is granted for indefinite period of time.

## **§ 5**

### **EXPLOITATION FIELDS**

1. The Licensee is authorized to install the software
  - a) in one copy for one domain,
  - b) on one server (HOST),
  - c) on one account (FTP) within a given serverunless the Licensor is authorized to install the Software on several accounts or servers. In the above mentioned situation the Licensee is authorized to install the Software in a number agreed with the Licensor.
2. The Licensor is authorized to use the Software according to its purpose that is a shorter loading of the web site, data transfer reduction and reduction of the server loading.

## **§ 6**

### **LIABILITIES OF THE LICENSEE**

1. The Licensee is obliged to immediately inform the Licensor about the installation of the Software on other server that specified during the first installation of the script of Code Cleaner as well as defining the place of the new installation of the Software.
2. The Licensee is obliged to protect all copies of the Software against the acquisition or copying by any third Parties.
3. The Licensee may be not engaged in, or participate with any third party, in any unauthorized event, multiplication, delivering, transferring or using false or illegal version of Software.

## **§7**

### **RIGHTS OF THE LICENSOR**

1. Upon the written or sent by email request of the Licensor and in relation to suspicions concerning breaching the provisions of the license the Licensee shall submit his written declaration confirming that he is using the software in accordance with the provisions of this Contract. The declaration shall be submitted to the address: Szczecin 70-781, Fioletowa 73/3.
2. A failure to deliver the above mentioned declaration within 14 days since receiving a written or sent by an email request of the Licensor shall be understood the Licensee is using the software not in accordance with the provisions of this Contract.
3. The Licensee hereby authorizes the Licensor to control the manner of using the Software. Such controls should be conducted during working hours of the Licensee in a manner which does not hinder his standard operation.
4. The Licensee hereby authorizes the Licensor to block his use of the Software in case the Licensor finds out the Licensee has breached the provisions of this Contract.

## **§ 8**

### **LIMITATION OF THE LIABILITY OF THE LICENSOR**

1. The Licensor does not grant any guarantees, assurances or promises other than those express defined in this Contract, and the Licensee shall assume any and all risks stemming from the outcomes of using this software.
2. The Licensor does not guarantee that the Software shall meet the requirements of the Licensee or that the Software should operate without any problems.
3. The Licensor shall not be responsible for any damage (including but not limiting to any damage stemming from losses in conducted activity, intervals in conducting of the operation, loss of information related to conducted activity or

any other financial or no financial damage) resulting from the use or impossibility to use the Software.

## **§ 9**

### **TERMINATION OF THE CONTRACT**

1. The Licensor may terminate this Contract with a week's notice without the obligation to define the reason of termination. In such a case the Licensor shall return to the Licensee a License fee paid by the Licensee.
2. The Licensor has the right to terminate the contract immediately if the Licensee does not observe the provisions of the Contract. In such a case the Licensee is not entitled to receive back the paid license fee.
3. Rights of the Licensee stemming from this Contract shall become null and void at the moment of termination of this Contract.
4. In case of termination of this Contract the Licensor has an obligation to stop using the Software and all the copies of the Software and the Documentation which are subject to this license shall be returned to the Licensor or removed from the computer equipment where it was installed within 7 days since this Contract is terminated.

## **§ 10**

### **CONTRACTUAL PENALTIES AND DAMAGES**

1. in case of appearance of the situation specified in § 7 item 2 of this Contract the Licensee is obliged to pay the Licensor contractual penalties in the amount of PLN 1 000 (in words one thousand zlotys).
2. In case the Licensee breaches the provisions of § 6 item 1 of this Contract the Licensee is obliged to pay the Licensor contractual penalties in the amount of PLN 1 000 (in words one thousand zlotys).

3. In case the Licensee breaches the provisions of § 6 item 2 of this Contract the Licensee is obliged to pay the Licensor contractual penalties in the amount of PLN 50 000 (in words fifty thousand zlotys).
4. In case the Licensee breaches the provisions of § 6 item 3 of this Contract the Licensee is obliged to pay the Licensor contractual penalties in the amount of PLN 50 000 (in words fifty thousand zlotys).
5. In case the Licensee use the Software in a manner that is not in accordance with the provisions of § 5 of this Contract the Licensee is obliged to pay the Licensor contractual penalties in the amount of PLN 50 000 (in words fifty thousand zlotys).
6. Payment of contractual penalties does not stop the Licensor from seeking damages in accordance with the provisions of the Civil Code in case sought damages exceed the amount of contractual penalties.

## **§ 11**

### **FINAL PROVISIONS**

1. The Parties mutually agree that any changes and amendments to this contract require a written form under the pain of invalidity.
2. The court competent to settle any disputes stemming from this Contract shall be the court competent for the seat of the Licensor.
3. Provisions of the Act on Copy rights and related laws of 4th February 1994 (Journal of Las of 1994 nr 24 item 83 with further amendments and provisions of the Civil Code shall apply for the matters not regulated by this Contract.
4. If any of the provisions of this Contract for any reason shall become null and void the remaining provisions hereof shall remain in force. In such a case the Parties

are obliged to replace a void or ineffective provision with the provision which will as far as practicable follow the primary intention. Similarly this obligation refers also to the situation if during the implementation of the provisions of this Contract a deficiency that needs to be remedied is stated.