

AGREEMENT FOR THE TRANSFER OF PROPRIETARY COPYRIGHTS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions in the General Terms and Conditions of Endego sp. z o.o. ("**GTC**") shall apply to this Agreement on Assignment of Proprietary Copyrights 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. ENDEGO'S REPRESENTATIONS

Endego declares that the use by the Customer of the Works and other results of the Works supplied by Endego under the Agreement shall not infringe the rights of third parties in respect of copyright, industrial property rights or any other rights of third parties. The Contractor declares and warrants that it shall be entitled to the necessary rights for the transfer of the Works in accordance with the provisions hereof.

3. TRANSFER OF RIGHTS

- 3.1 Upon payment of the Remuneration, Endego transfers the proprietary copyrights for the Works to the Customer in the following fields of exploitation:
 - 3.1.1 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 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;
 - 3.1.2 circulation of originals and copies on which the Works or their fragments have been recorded - placing on the market, lending, lease or rental of the original or copies, making available and using the Works on the Customer's website, internal and public materials, as well as making them available in individual communication networks;
 - 3.1.3 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;
 - 3.1.4 backing up of the Works or parts thereof and their use by the Customer and entities affiliated by capital or personality with the Customer;



ENDEGO Sp. z o.o.

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Sąd Rejonowy dla Krakowa-Śródmieście w Krakowie,
XI Wydział Gospodarczy KRS, KRS: 0000420014,
kapitał zakładowy : 200 000,00 zł-wpłacony,
NIP : 6772368499

- 3.1.5 putting the Works into production and mass marketing, both in consumer and professional trade
- 3.2 Endego shall, upon payment of the Remuneration, authorise and transfer to the Customer, and the Customer shall acquire, the exclusive right to exercise and authorise the exercise of derivative copyrights in the Works in all of the fields of exploitation listed above, including the right to make all modifications, adaptations, alterations and amendments to the Works, provided that the exercise of this right by the Customer shall result in the termination of the Customer's rights of warranty.
- 3.3 Endego confirms that Endego Staff or third parties who have made, created or delivered the Works to Endego on behalf of Endego have undertaken not to exercise their moral rights in the Works, in particular they shall not request that the Works be marked with their name or pseudonym and, upon payment of the Remuneration, authorises the Customer to exercise on behalf of the aforementioned persons all moral rights vested in them in the Works, including the granting of further authorisations in this respect, and allows the Customer to decide on the first release of the Works to the public.
- 3.4 The rights to any invention, design, solution, designation, pattern or model which is developed by Endego in the performance of the Agreement, in particular the right to obtain a patent, utility model, trademark, design registration or other industrial property right in any territory, shall vest in full in the Customer.
- 3.5 Where the Works will be computer programs:
- 3.5.1 The Parties confirm that Endego, in performing the Agreement, may use free and open source software as well as third party software;
- 3.5.2 Endego warrants that the Customer shall have the right to use free software, open source software or third party software in accordance with the terms of the relevant licences relating to that software, being free, open source or third party software licences, and if necessary Endego shall make available the contents of such current licences or indicate where such current licences are available;
- 3.5.3 Endego shall, at the Customer's request, hand over the source code for the software created in a manner and within a timeframe mutually agreed by the Parties.
4. FINAL PROVISIONS

This Agreement for the Transfer of Proprietary Copyrights has been drawn up in writing. Any amendments must be made in writing in order to be valid.



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