LICENSE AGREEMENT WITH END USER OF SOFTWARE

LIC-RD/DA1.0.8 (2015-01-09)

This legal agreement ("Agreement") is between you ("User") and REAL DATA S.C. ("RD") partnership, located in Stargrad Szczeciński, postal code 73-110, Prusa 10/1 street, Poland, tax id 599-24-65-123. The agreement covers the use of software, technology, papers, documents, their updates (unless they are covered by separate licenses), owned by RD and third parties, which are provided by the RD or authorized entities having in this field an agreement with RD ("Resellers"), collectively, the "Software".

REAL DATA licenses the Software only under the conditions specified in this Agreement and does not sell Software, also reserving all rights not expressly granted herein.

Please read the terms of this License. Use of the Software is only possible by accepting the terms of the Agreement and the specific conditions (the "Extention"), which are an extension of this Agreement , in so far as they relate to the Software and Services.

Use of the Software constitutes acceptance this Agreement.

I. GENERAL PROVISIONS.

1. **Terms of Use of Software.**
   (a) The Agreement grants to User a personal, non-exclusive, non-sublicensable right to use the Software.
   (b) The software should be installed on a PC or workstation that meet the minimum technical requirements ("Minimum Requirements").
   (c) Unless otherwise provided in the Extension, the right to use is limited to one computer or workstation and to have one copy of the primary and one backup copy of Software.
   (d) RD reserves all rights in the Software, including the copyright.
   (e) The extent to which software can be used to copy materials, such use is limited to the materials to which the user owns the copyright, or materials which are not protected by copyright.
   (f) RD reserves the right to apply additional security and control the use of the Software, including the use of additional keys and passwords that require manual intervention and the need to register the Software.

2. **Restrictions.**
   (a) This Agreement does not allow to reproduce or distribute the Software for any purpose. In particular, User may not copy the Software to other computers or workstations, reproduce source code or otherwise perform reverse engineering, decompile, disassemble, decrypt or modify the Software.
   (b) User may not create derivative works based on the Software or part thereof.
   (c) Any RD library (DLL, LIB, SO) provided with the Software is protected by law and are licensed only for use with the Software. Use them for other purposes requires a separate, independent License.
   (d) These restrictions also apply to allow others to perform the described action. Attempting to perform any of these operations constitutes a violation of RD rights and other software licensors.
   (e) All of these restrictions apply to the current version of the Software, and all delivered in future releases and updates.

3. **Rights and Intellectual Property.**
   (a) All RD trademarks, logos, trade names are the exclusive property of REAL DATA S.C. and

nothing in this Agreement will give User the right to use them or transfer rights associated with them to User or others.

(b) RD reserves all rights in the Software, including the ownership of property and the copyright to the source code of the Software, except for third-party components, which are a part of it.

(c) The Software may include modules, technologies and third-party solutions, which are subject to independent terms and conditions of the license, and RD does not have the copyright to them, and only has a license with the rights to use, copy and distribute together with Software, including statically or dynamically linking them with own code in order to create new libraries and applications (combined work). While licenses do not provide otherwise, the contents are given in the Extention.

(d) The intellectual property and copyrights to any content made available in any form by the Software, belongs to the owner of that content. Such content may be protected by copyright or other laws or the terms and conditions of third parties. This License does not grant any rights to such content. RD does not guarantee the availability of these and other such content in the future.

4. Third Party Software.
(a) Software licensed hereunder contains third-party components that are subject to the license in accordance with the conditions set by those parties.

(b) Notwithstanding any other provision, third-party components are provided by the copyright holders, contributors and relevant licensors AS-IS, and turn off any express or implied warranties of quality and fitness for a particular purpose. Institutions or individuals supporting or delivering them not assume any liability for any direct, indirect, incidental, special or consequential damages caused by these components, or use of the information and content contained in them.

(c) The terms and conditions of this License which are contrary to license of these particular third parties components used in the Software, in relation to these components do not apply.

5. Transfer of rights.
(a) User have no right to rent, lease, loan, re-distribution or licensing or sub-license the Software.

(b) The user can make a one-time transfer of the rights granted by this License to the Software to any other entity or person ("New User") on condition that the entity or person accepts all the provisions of this License and Software will be transferred in full, in particular, it will also covered keys, activation codes, all media and printed documents, including this License.

(c) User do not retain any copies of the Software or its components. RD reserves the right to obtain from the User and New User appropriate acknowledgment, in the absence thereof, to terminate the Agreement and the withdrawal of license granted.

(d) Starting the Software by New User may require in addition re-activation of the Software and re-acceptance of the license agreement.

6. Termination of License.
(a) Termination of the Agreement is equivalent to the expiry of the License, and vice versa.

(b) This License is valid until its expiration.

(c) User may terminate this Agreement at any time by ending using the Software and Services.

(d) After the termination of the License, the user is required to uninstall Software and remove all copies from PCs, workstations or servers, and also from storage media.

(e) If User do not meet any of the provisions of this License, any rights under this License will terminate automatically without notice.

7. Guaranteed services („Services").
(a) User have the right to report bugs and suggestions regarding the Software.

(b) RD ensures that after confirming and accepting the occurrence of error, in particular the conflict between the User Documentation and operation of the Software, it will remove errors or mitigate their effects in the shortest possible time and put fixes in subsequent software updates ("Updates"). RD is not responsible for any delivery of updates to the User. The User is obliged to browse RD websites, in order to verify if there are any new Updates.

(c) Errors that occurred at stations that do not meet the Minimum Requirements will not be

considered or accepted.

(d) RD does not guarantee the repair time of the error.

(e) RP does not guarantee repair errors in the Application for operating systems without the support of of their manufacturer.

(f) RD ensures that new updates, including the critical bugs fixes and minor improvements will be made available free of charge within the Services supplied with the Software.

(g) The new major versions of the software ("Upgrades"), containing major changes in the code or data, new features, improved performance and ergonomics, improved non-fatal errors, changes in graphic design or user interface may, but need not be made available free of charge as part of the Services.

(h) The Services referred to above will be available for a period of one year from the date of purchase.

(i) RD does not guarantee any services in relation to test, trail or demonstration installations of Software.

8. **Limited Warranty on Software.**

(a) If the Software has been delivered on a storage medium ("Installation Media"), the medium is warranted for 30 days from the date of purchase, to the extent of physical damage and the ability to read and run the installation program. Warranty does not cover the possibility of launching media on any hardware and any system, but only on the compatible hardware and compatible systems. Under this warranty for Media Installation, User have the right to exchange for new media, provided that within 30 days he ask to such a request the Seller and returns damaged medium and provide proof of purchase.

(b) If User will not be satisfied with the Software, has the right to return Software on the date specified when selling, or if not specified otherwise within 21 days from the date of purchase. The user must therefore notify the RD of this fact and give a reason for the decision. In addition, User must return any received installation media for this software, uninstall the software and deliver them to the RD together with all documents, license keys and proof of purchase. Return of Software is equivalent to the termination of this Agreement and the expiration of the License. Seller guarantees the refund of the purchase of the Software confirmed by proof of purchase, but not higher than the price stated in the official RD price lists. Seller does not guarantee the return of any other costs related to the purchase and use of the Software including the cost of transportation and other indirect costs.

(c) Guarantees for Installation Media and Satisfaction will only be considered upon presentation of proof of purchase and payment.

(d) All warranties apply only to Software purchased from authorized points of sale. A list of authorized points are given on the RD websites.

(e) Warranties for Installation Media and Satisfaction will not be accepted after exceeding the time limits referred to in paragraphs a) and b) above.

(f) Warranty of Installation Media will not be accepted if the damage was the fault of the user.

(g) Shipping costs and cost of transportation of storage media and documents from User to the Reseller or the RD cover user.

(h) Warranty for Installation Media and Satisfaction does not apply to software provided in the test,trial or demo versions.

9. **Warranty Disclaimer.**

(a) User agree that, to the extent permitted by applicable law, uses the Software and use the Services at your exclusive risk.

(b) Software and data covered by this Agreement are provided "AS-IS" and REAL DATA S.C., its owners, employees and agents, partners, licensors, called together "Supplier", reject all warranties, expressed or implied, including implied guarantees of quality and fitness for a particular purpose and non-infringement of third party rights.

(c) Supplier does not grant any express or resulting directly or indirectly guarantee on Software and Data, except for a limited Warranty on Media Installation and Satisfaction Guarantee described in Section I.8.

(d) Supplier does not warrant that the Software meets the expectations of the User, and that the

functionality and data contained in the Software or Services delivered him meet the expectations and requirements of the User. The User is required to read the User Documentation, including requirements for the installation and operation of the software before buying. While the RD provides such an opportunity, User have the right to familiarize yourself with demo or trial version of the Software.

(e) Supplier does not warrant that the Software is compatible and will work with software and services from other manufacturers. Installing the Software may affect the performance and usability of software and services of other vendors. Supplier does not assume in this respect any responsibility.

10. Liability for consequential damages.

(a) RD nor its licensors shall in no case be liable for any damages caused by use of the Software, in particular, shall not be liable for loss of profits, business interruption, loss of information and other financial losses, even if they are of the possibility of such damages notified.

(b) User must take appropriate action in order to protect against damage, in particular, be responsible for the implementation and protection of backups of the data, information, documents and software on computers. Computers should also obtain suitable protection against viruses, trojan horses and other risks associated with the use of computers, computer networks and software.

11. Privacy Protection.

(a) RD may hold data users, in relation to the extent necessary to issue a proper bill or invoice, for the proper accounting of sales, in accordance with applicable laws or in the course of correspondence with User.

(b) RD reserves the right to collect technical information necessary to identify the Software, the number of installed copies and resolve the detected errors.

12. Export restrictions.

(a) In some countries may be applicable regulations restricting the export and import of certain technologies, particularly dual-use technologies, including cryptography. Software can use these technologies, but as far as extension does not say otherwise, does not provide any new proprietary dual-use features. In particular, the software can use the mechanisms available to the operating system user's computer. The user is obliged to have all the necessary licenses and permitions for having and use of technology regulated by law, in particular, have a valid license for the operating system.

(b) RD is not responsible in any respect for violation of restrictions on the export or import of technology to / from the countries covered by these restrictions.

(c) User may not use the software, export, or re-export the software to any country subject to embargo by the Polish law, non-market (trading prohibition) laid down by the European Union, and the rules applicable to User location and place of use of the Software.

(d) User agree that will not use the Software directly or indirectly for any of the purposes prohibited by Polish law and law relevant to the User location or place of use of the Software.

(e) The User if it has doubts as to the possibility of legitimate use of technology provided with the Software, including third party software, or use technology provided in another software necessary for operation of the Software, should themselves contact the competent institutions in order to obtain additional information.

(f) Violations of the provisions relating to the export and import, referred to above, result in immediate termination of this Software License agreement without notice to the User.

13. Termination of Software and Changes.

(a) RD reserves the right to terminate the Software at any time without notice to the User. After the termination of the software, any User granted guarantees, resulting from this Agreement as well as other contracts or legal provisions shall cease to apply. Any restrictions references to intellectual property, including copyrights shall remain in force.

(b) RD reserves the right to change the Software or Services or changes to this Agreement (Change) at any time without notice to the User. The User continued use of the Software or the Services

means that User accept the Change. The User is obliged to periodically browse RD websites in order to verify whether the conditions have not changed.

14. **Applicable law and final provisions.**
    (a) This Agreement and the relationship between the RD and the User shall be governed to the law of Poland. Any disputes will be resolved by the relevant institutions for location of the registered RD office.
    (b) This Agreement excludes (disable) possibility of claims on general principles, including the claims regarding to property damages and loss of profits.
    (c) This Agreement supersedes any previous license agreements for the Software and can also be replaced in the future.
    (d) This Agreement is the legally binding version of the content in Polish. Any other language versions (other that in Polish) of the License and Agreement are only optional support for the User, and can not, and you (User) agree that you will not, be the basis for any claim arising out of the Agreement or applicable law.
    (e) The current applicable version of this License Agreement is available on RD websites.
    (f) In case when any provision of this Agreement is held invalid, the remaining terms and provisions shall remain in effect and will apply.
    (g) RD may assign its rights and obligations to other parties without notice to the User.

II. Extention (SPECIFIC PROVISIONS)

This Extension is an integral part of the Agreement. This Extension applies to the standard version of the Software "Dive Assistant" (or Diving Assistant).

1. **Disclaimer regarding the safety of diving.**
   (a) The use of this Software does not guarantee that during or after the diving there will be no signs or symptoms of DCS or other injuries. Every diver has different limits related to physiology, health and general features. The Software has been created to assist you (User) when planning a dives and also for teaching purposes, which raises the generally understood safety of diving. This application (Software) does not replace the decompression tables or training, but is an addition to the acquired knowledge and skills. We also strongly recommend to verify plans with alternative sources, such as. with your dive computer.
   (b) RD and Suppliers do not respond in any area for the occurrence of diving accidents and their consequences.
   (c) Scuba diving is possible only after undergoing specialized training by one of the recognized diving organizations, such as CMAS, PADI, SSI and others. This software does not relieve you (User) from having to undergo such training and acquire the relevant certificates. If the results of the operation of the Software or content available using the Software are incompatible or conflicted with the knowledge, materials and good practices gained during training, the overriding are the recommendations of diving organizations and regulations concerning the location of residence or say of the User. If in doubt, You should contact the appropriate diving organization or diving instructor.

2. **Extension to the Terms of Use of the Software.**
   (a) Users who are consumers, who are not business entities, can use the Software on up to two computers or workstations, on condition that they all belong to the User. This extension means that the User meets the criteria described above can install the Software on two computers and have one additional backup copy.
   (b) This extension (II.2.a) does not apply in the case of institutional users, businesses, business entities or any commercial use, except as described in paragraphs II.2.c and II.2.d.
   (c) Users who are instructors, trainers and/or faculty associate in one of the listed in point II.2.d Organization ("Instructors") may use the Software during its ongoing training for recreational divers on additional six computers. RD shall not be liable in any respect for Software compatibility with the training programme and the recommendations of the organization. Instructors take full responsibility for the use of the software during training. The Extension in

any respect does not entitle Instructors, to transfer the Software to third parties, except for the Software made available during the trainings and exercises in the classroom. This Extension does not give Instructors the right to have a permanently larger number of copies of the Software. In addition, the use of Software in training may not result in additional fees, charges or sales services subsidiary of the Software. In order to activate the Software on additional computers, you may need to contact RD.

(d) RD restricts point II.2.c to the following generally recognized organizations:: CMAS (Confederation Mondiale des Activites Subaquatiques), PADI (Professional Association of Diving Instructors), SDI (Scuba Diving International), TDI (Technical Diving International), NAUI (National Association of Underwater Instructors), SSI (Scuba Schools International), BSAC (British Sub-Aqua Club), IANTD (International Association of Nitrox and Technical Divers), IDAN (International Divers Alert Network) alongs with its regional organizations and local representations. Other organizations involved with the training of recreational scuba divers can ask the RD requesting the extension of the list of organizations or to obtain individual authorization for the use of the Software during training. RD may but is not obliged to extend a list of organizations.

(e) This Extension does not apply in the case of technical diving training.

3. Third Party Licenses.

(a) License of #ziplib SharpZipLib (NzipLib)

Original content of license: (http://www.icsharpcode.net/OpenSource/SharpZipLib/**):**

The library is released under the GPL with the following exception:

Linking this library statically or dynamically with other modules is making a combined work based on this library. Thus, the terms and conditions of the GNU General Public License cover the whole combination.

As a special exception, the copyright holders of this library give you permission to link this library with independent modules to produce an executable, regardless of the license terms of these independent modules, and to copy and distribute the resulting executable under terms of your choice, provided that you also meet, for each linked independent module, the terms and conditions of the license of that module. An independent module is a module which is not derived from or based on this library. If you modify this library, you may extend this exception to your version of the library, but you are not obligated to do so. If you do not wish to do so, delete this exception statement from your version.

Note The exception is changed to reflect the latest GNU Classpath exception. Older versions of #ziplib did have another exception, but the new one is clearer and it doesn't break compatibility with the old one.

Bottom line In plain English this means you can use this library in commercial closed-source applications.

III. Minimum Requirements.

1. Operating system requirements.
(a) The Software was produced with a view to working on Windows 7 SP 1, Windows 8 and Windows 8.1. Services, including repair errors, covers only software installed the on one of the mentioned in this subsection operating system.
(b) The software is also tested on Windows XP SP3 NET 4.0, but due to the end of vendor support

for this system, remove all the errors is not guaranteed. The software has not been fully tested on computers running Windows Vista, but there was so far no issues with the Software related to this operating system. Also for this operating system is not guaranteed repair all errors.
(c) Software requires .NET platform version 4 .
(d) The Software is 32-bit, but can still work under 64-bit operating system.

2. **Hardware requirements.**
   (a) Computer, on which the Software is installed must comply with the following minimum requirements:
       i. processor Intel Pentium II, AMD Athlon 64 or higher,
       ii. 1GB of RAM,
       iii. graphics adapter with minimum resolution 1024x768 or 1280x720, 16th colors,
       iv. network adapter with active connection to Internet.

3. **Recommended configuration.**
   (a) The tests showed that the Software achieves good performance and quality parameters for configuration:
       i. Computer equipped with processor Intel i5 2GHz, 4GB of RAM, GPU with resolution 1920x1080 32bit color,
       ii. Operating system Microsoft Windows 7 Home.