



<http://www.scubadivesoftware.com>

LICENSE AGREEMENT WITH END USER OF SOFTWARE

LIC-RD/DA2.0 (2017-12-18)

I. PREAMBLE.

This legal agreement ("Agreement") is concluded between you ("User") and REAL DATA S.C. ("RD"), based in 73-110 Stargard Szczeciński, Prusa 10/1, Poland, NIP 599-24-65-123. The agreement applies to the use of the Diving Assistant program, additional studies related to it, including documents, feature libraries and updates, unless they are covered by separate licenses, collectively referred to as "Software".

This Agreement also covers the basic and added services ("Services") that you may use using this Software, unless they are covered by separate agreements.

REAL DATA S.C. grants you a non-exclusive, personal License to use the Software under the terms of this Agreement, while reserving all copyrights, including rights not expressed here.

Please read the terms of the License carefully. Use of the Software and Services is possible only after acceptance of the terms of the Agreement and the special conditions described therein, which constitute an extension of this Agreement ("Special provisions").

Use of the Software is tantamount to acceptance of this Agreement.

II. GENERAL PROVISIONS.

1. Terms of Use of Software.

- (a) Diving Assistant software is designed to support the planning of recreational dives and to support diving training. This does not apply to pre-production versions (Alpha, Beta), test (Test) and demonstration (Trial), which can only be used to test the Software and to evaluate its capabilities.
- (b) The Agreement grants to User a personal, non-exclusive, non-sublicensable right to use the Software.
- (c) The Software must be installed on a PC or workstation that meet the minimum technical requirements ("Minimum Requirements") available on the RD websites.
- (d) Unless otherwise specified in the Extension, the right to use is limited to two computers or workstations, and to have one installation root copy and one backup copy of the Software.
- (e) RD reserves all rights to the Software, including ownership. This Agreement does not transfer any copyrights to the User.
- (f) 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.
- (g) 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).
- (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 30 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 (Test), demo (Trial) and pre-production (Alfa, Beta) 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 II.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) Some countries may have laws restricting the use, export and import of certain technologies. The user is obliged to have all the necessary licenses and permits to possess and use the technologies that are restricted by law, in particular but not exclusively to have a valid operating system license.
- (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) RD does not grant the License and User may not use the Software in any country subject to restrictions by the Polish law, law of the European Union and the law of the place of residence or business's location and 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) 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 than 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.

III. SPECIAL PROVISIONS.

This provisions is an integral part of the Agreement.

1. Disclaimer regarding the safety of diving.

- (a) Use of this software does not guarantee that there will be no risk of DCS or other injuries during the dive. Individual divers have different limits that can not be predicted or simulated. This software was created to assist in the planning of dives, but it does not replace decompression tables or training. This program can not be the only source of information used when planning dives. We also recommend that you verify your results with your dive computer.
- (b) Due to the high risk associated with diving related sports, you (User) agree that you use the Software at your sole risk. RD disclaims all responsibility for the occurrence of diving accidents and their consequences.
- (c) Diving is only possible after specialized training by one of the recognized diving organizations, such as CMAS, PADI, SSI, BSAC and others. This Software does not exempt in any respect from such training. The user declares that he has completed the training which has been confirmed by a certificate of one of the recognized diving organizations.
- (d) If the results of the Software or other Content transmitted through the Software are contradictory or inconsistent with the knowledge, materials and good practices acquired during the training, the recommendations of the diving organizations and the diving regulations relevant to the User's place of residence and / or residence shall prevail. If in doubt, the User should contact the appropriate diving or training organization for clarification.

2. Extension to the Terms of Use of the Software.

- (a) Certified diving instructors, associated in one of the recognized diving organizations, may use this software during their training. For the duration of these trainings, they can make a copy of the software available free of charge to their students, but not more than 8 additional copies at the same time. Additional copies are not covered by any warranty and must be removed after the training.
- (b) After the training, students lose the right to continue using the Software for free.
- (c) RD has the right to refuse to extend the license referred to in the above points without giving a reason.
- (d) This Extension does not apply in the case of technical diving training.