

# Terms and conditions of license of *OptiFeed* program for the end user

## § 1. Licensor

LPDsoft Łukasz Dobrzański, Piotr Łambucki and Dawid Kołacz (hereinafter referred to as Licensor) hereby declare to own full copyright to *OptiFeed* computer program (hereinafter referred to as the Program).

## § 2. Program

*OptiFeed* program is a computer program used to prepare feed recipes for different animal species. The main task of the program is balancing and optimization of compound feeds, complete and complementary, premixes, nutritive compounds, and feed rations.

## § 3. Licensee

1. Acceptance of these terms and conditions of licensing takes place before installing the Program on the computer and is a necessary condition, however insufficient condition for its use.
2. The person accepting these terms and conditions of the license becomes the Program Licensee (hereinafter referred to as the Licensee).

## § 4. License key

1. A necessary and sufficient condition for use of the Program is - in addition to acceptance of these license conditions and installation of the Program - legal acquisition and introduction to computer of proper license key (hereinafter referred to as the License Key).
2. The License Key may be purchased legally only and exclusively from one of the Licensor's official trade representatives, of whose current list is available on the website [www.lpdsoft.com](http://www.lpdsoft.com) (hereinafter referred to as the Website).
3. The program can operate in one of several modes, whose exact specification can be found on the Website.
4. The License Key introduced to the computer decides on the mode of operation of the Program.
5. There are two types of License Key carriers:
  - a) intangible carrier - numeric key in the form of numbers, hereinafter referred to as Numeric Key and
  - b) hardware carrier - the dongle in the form of device connected to the computer's USB port, hereinafter referred to as the Dongle.

6. Numeric Key is generated, among others, on the basis of registration number for installation of Microsoft Windows operating system on which the Program is installed. Hence the Numeric Key entitles one to use the Program on one and only one computer.

7. Unlike the Numeric Key, the Dongle is not assigned to any particular operating system. Thus, the Dongle entitles one to use the Program on multiple computers, however can be run on one computer at a time.

8. Numeric Key is entered in the Program License window (accessed from the Help menu), and the Dongle is placed in the USB port of the computer.

9. License Key must be entered into the computer throughout the time of use of the Program.

#### § 5. Dongle

1. The Licensee is obliged to protect the Program and the Dongle against use by third parties as well as against loss or physical damage.

2. Loss of the Dongle is tantamount to loss of license. In case of lose of Dongle, the Licensee may purchase a new Dongle at a price in accordance with the current pricelist of Program License. It should here be highlighted that it is the price of a new license, not the license carrier itself (i.e. Dongle).

3. In the case of physical damage to the Dongle, the Licensee may purchase a new Dongle at a price in accordance with current pricelist of replacing damaged Program dongles, provided that the damaged dongle is returned to the Licensor. It should here be highlighted that it is the price of the license carrier itself (i.e. Dongle), and not of a new license.

4. Licensor provides the Licensee with a two-year warranty on the Dongle. In the case of cessation of operation of the Dongle within a year from the date of its purchase, the Licensor shall replace it free of charge with a new Dongle, provided that the faulty Dongle, bearing no signs of physical damage, is returned to the Licensor.

#### § 6. Scope of license

1. The Licensor grants the Licensee a non-exclusive license for the Program, territorially unlimited for an indefinite period to use. The license granted to Licensee is inalienable and non-transferable. The Licensee may not grant sublicenses.

2. Licensee is not entitled to sell, lease, rent or otherwise transfer the rights to use the Program to any third party without prior written permission of the Licensor.

3. The licensee is obliged not to carry out:

- a) permanent or temporary reproduction of the Program - either in whole or in part, by any means and in any form,
- b) reproduction of the License Key,
- c) translation, correction, adaptation, change of layout or any other changes in the merged version of the Program or part thereof, in particular modification of the Program with the aim of using the Program without having legally acquired License Key,
- d) adaptation of the Program or its parts to work with another type of computer than indicated in the Instruction Manual,
- e) reproduction of the Program's technical documentation
- f) decompilation of the Program,
- g) debugging of the Program or attempts to derive the source code or any part thereof.

#### § 7. Warranty

1. The Licensor guarantees that the Program will largely run in accordance with the user instruction manual included with the Program, available as a help file, accessed from Program main menu (hereinafter referred to as Instruction Manual).
2. The Licensor does not guarantee that the program will satisfy all requirements and meet the objectives as well as the expectations of the Licensee, that it can be install and run properly on any computer that meets the basic hardware requirements (as defined in the Instruction Manual), that its operation will be completely error-free, and that it will be compatible with other programs selected by the Licensee.
3. The Licensor will undertake all efforts to look into any reservations raised by the Licensee concerning the Program when they are factual errors and shall, free of charge, avail the Licensee fixes in form of Program updates for at least one year from the date of purchase payable License Key.

#### § 8. Responsibility

1. The responsibility for proper selection and consequences stemming from the use of the Program as well as intended or obtained results shall be borne by Licensee.
2. The Program contain a database of nutrients, ingredients, and nutritional recommendations. It is purely illustrative. The Licensor shall not be responsible for the consequences of its use.

3. The Licensor shall only be liable for damage caused to Licensee resulting from willful misconduct.

4. In no event shall the Licensor be liable for any losses or damages directly or indirectly resulting from the use or inability to use the Program, including loss of profits of the business conducted, interruptions in the functioning of business, loss of information, and other situations not listed separately, even if the Licensor was notified of the possibility of such.

5. Under no circumstances shall the Licensor's liability towards the Licensee under the provisions of this Agreement exceed the amount of fees that the Licensee paid for the license to use the Software.

#### § 9. Updates

The Licensee hereby agrees to accept installation of any updates of the Program published on the Program's update server.

#### § 10. Breach of terms and conditions

1. The Licensor is entitled to control the compliance of use of the Program by the Licensee with the terms of the license granted, in particular, may request access to the place of location of the Program.

2. The Licensor is entitled to terminate the license with immediate effect in the event of a breach by the Licensee of any of the terms and conditions resulting from the granted license.

3. In the event of a breach by the Licensee of any of the conditions resulting from the license granted, the Licensee shall pay the Licensor a contractual penalty amounting to ten times the current price of the Program in its top version.

4. The Licensor has the right to claim compensation according to the general rules in excess of the contractual penalties.

#### § 11 Matters not regulated

In matters not regulated by this agreement the provisions on copyright agreements and other applicable laws shall apply.

#### § 12. Disputes

Any disputes arising shall be settled by a Court competent for the Licensor's place of residence.