

Intellectual Property Rights

1. The Supplier/Contractor shall transfer to the Ordering Party its economic copyrights and the derivative copyrights (including the right to exercise the derivative copyrights and permit their exercise) to designs, studies, documents that are the subject of the contract, and to any other documentation and studies developed by the Supplier/Contractor and subcontractors as a result of or in connection with performance of the subject of the contract, as well as other work results of the Supplier/Contractor and its subcontractors produced as part of the subject of the contract, including software developed as part of the subject of the contract and source codes related with the acquired software (including any modifications thereof made by the Supplier/Contractor during the warranty), which are a manifestation of creative activity of individual character, fixed in any form, hereinafter the (“**Works**”), including their use in whole or in part by the Ordering Party in all fields of exploitation known at the date of concluding the agreement (by means of accepting the contract by the Supplier/Contractor), including all fields of exploitation set out in Article 50 of the Act of 4 February 1994 on Copyright and Related Acts, in particular in the following fields of exploitation and in the following scope:
 - a) conducting administrative proceedings and other proceedings with the use of the Works or parts thereof,
 - b) using Works or parts thereof as a basis or a starting material to create other works within the meaning of the Act of 4 February 1994 on Copyright and Related Acts,
 - c) erecting and designing structures and/or devices and/or other elements according to the Works, including also for the purposes of tasks other than the task specified in the contract, in any location (including the right to apply an architectural or architectural and urban design),
 - d) fixing on any media known at the time of concluding the agreement (by means of accepting the contract by the Supplier/Contractor), including on paper, in a magnetic or digital way, by broadcasting, exhibition, publication, rebroadcasting, making available at the time, place and form chosen by the Ordering Party,
 - e) recording and reproducing of the whole Work or any part thereof in any way - by making a copy thereof, including in the form of printing, reprographics, digital and magnetic recording techniques, or other techniques, lending and sharing the Works, including for the purposes of tendering procedures aimed to select a contractor to perform the repair, modernisation, reconstruction, expansion, etc. of structures/devices and other elements made according to the Works,
 - f) permanent or temporary multiplication or reproduction, in whole or in part, by means of any technique known at the time of concluding the agreement (by means of accepting the contract by the Supplier/Contractor),
 - g) introducing to computer memory and to other storage media,
 - h) adapting, making changes compliant with the investment objectives of the Ordering Party, including also investment objectives other than the task specified in the contract, in any location,
 - i) multiplication and processing of the Works or parts thereof for marketing purposes,
 - j) entrusting other designer with preparation of the derivative works, in particular alterations, adaptation and expansion of the Works or part thereof. In the case described in this paragraph, the liability of the Supplier/Contractor shall be limited to unaltered elements, on which changes made by the other designer shall have no effect.
 - k) dissemination, marketing, lending, donation or lease of the original Works or copies thereof,
 - l) translation, adjustment, re-arrangement, or any other changes and modifications of the Works, including for optimization purposes and for the purposes of achieving the investment objectives of the Ordering Party, including also investment objectives other than the task specified in the contract, in any location,
2. Transfer to the Ordering Party of rights referred to in para 1 above shall include in particular consent of the Supplier/Contractor to Ordering Party’s exercise of all derivative copyrights, to which it is entitled in relation to the Works, i.e. in particular the right to give its consent to the disposal and use of the derivative works, such as: adaptations and/or modifications and/or translations to foreign languages, as well as the consent of the Supplier/Contractor to giving by the Ordering Party a further consent to exercise such derivative rights by third parties, and the right to make translations and/or adaptations and/or modifications, including significant ones, of each of the elements of the Works, both on their own and to contract out such translations and/or adaptations and/or modifications to third parties without the consent of the Supplier/Contractor and the right to use separately each of the elements of the Work, as well as making changes by the Ordering Party in the software and changes in the source codes connected with the acquired software, in all the above mentioned fields of exploitation. If during fulfilment of the subject of the Agreement the Supplier/Contractor orders preparation of documentation (entirely or in part) from any third parties, the Supplier/Contractor is obliged, before issuing the final invoice, to show the

Employer proof of acquiring author's economic rights and proof of obtaining the right to exercise related copyrights (specimen statement of transfer of author's economic rights constitutes Attachment 1 hereto), to the works which form documentation, performed by these third parties, at least to the same extent as is to be transferred pursuant to this Agreement by the Contractor onto the Employer. The Supplier/Contractor warrants that third parties performing documentation shall fulfil their obligations contained in the statement referred to above.

3. The Supplier/Contractor, in order to enable the Ordering Party the exercise of the derivative rights to the extent and in the manner set out in sec. 2 above, shall transfer to the Ordering Party, not later than at the date of handing over each part of the subject of the contract, editable files of Works created under a particular part of the subject of the contract, in the formats specified in the contract.

On the same date, the Supplier/Contractor shall hand over to the Ordering Party the source codes of the entire software, any modules and libraries necessary for the proper compilation of the software, along with the detailed compilation procedure and technical documentation and any other documentation necessary to use the Works and exercise the copyrights and derivative rights to the Works. The Ordering Party shall have the right to use the software and the source codes in all fields of exploitation indicated in sec. 2 above and to make any modification of the software and the source codes. The source codes shall be provided in the electronic version on media with guaranteed durability, and if the medium is withdrawn from the general marketing, the Supplier/Contractor undertakes to provide, on Ordering Party's request, the source codes on the medium enabling reading thereof using the generally used tools.

4. Provided that the Ordering Party shall provide any works within the meaning of the Act on Copyright and Related Rights to the Supplier/Contractor for the purposes of performing the subject of the contract, the Ordering Party warrants that it shall provide only such works to which it has a title.

The Supplier/Contractor warrants that any works, other data and information provided to it by the Ordering Party, in particular project assumptions, shall be used exclusively to perform the subject of the contract and shall not be used, in whole or in part, for its own interests or for the benefit of any third parties.

5. The right to permit exercise of derivative copyright shall be enjoyed by the Ordering Party.
6. Economic copyrights to the Work shall be transferred to the Ordering Party at the time of releasing thereto any Work. At the same time, the Ordering Party shall be assigned the ownership of the copies of the Works.
7. The remuneration for the transfer of the economic copyrights and derivative rights and for performance of the author's supervision by the Contractor shall be included in the remuneration set out for the subject of the contract.
8. The Supplier/Contractor represents that it has exclusive economic copyright to the Works.
9. The Supplier/Contractor declares that it has not entered into an agreement with another entity and has not made representation to another entity concerning the copyright to the Works. Further, the Supplier/Contractor declares that it shall not disclose the Works, in whole or in part, to any third parties and that it shall not use the Works, in whole or in part, for its own interests or for the benefit of any third parties.
10. The Supplier/Contractor represents that if, as a result of subject of the contract performance, an invention, utility model, industrial design, or trademark, within the meaning of the Industrial Property Act, is created including during the activities of its subcontractors, neither the Supplier/Contractor nor the subcontractors shall apply in this respect for any patents, protection rights, additional protection rights, registration rights or other rights, conclude license agreements on their own behalf or demand additional remuneration on this account. In addition, in the event of an invention, utility model, trade mark or industrial design developed as a result of the subject of the contract performance by the Supplier/Contractor or the subcontractors, the right to obtain a patent for the invention or a protection right for a utility model, trade mark, as well as the right related to the registration of the industrial design shall be exercised by the Ordering Party without additional remuneration for the Supplier/Contractor or its subcontractors.
11. In the event of a third-party claim brought against the Ordering Party for breach or alleged breach by the Ordering Party of intellectual property rights related to the subject of the contract, in particular the rights to any documentation or license, the Ordering Party shall notify the Supplier/Contractor of this fact. In this case, the Supplier/Contractor, regardless of the more far-reaching liability arising from the subject of the contract, except for a situation, when the breach is exclusively due to reasons attributable to the Ordering Party:
 - a) shall obtain the Ordering Party's release from any duties to perform obligations in favour of the third party, arising out of breach of these rights, up to the full limit of Ordering Party's liability to a third party, and

regardless of the liability limits applicable to the subject of the contract; this provision also applies to remedy for the damage that the Ordering Party will incur in the event of satisfaction of third party non-monetary claims, and

- b) shall promptly acquire, at its own expense, appropriate rights for the Ordering Party or shall modify the completed subject of the contract or shall take any other action needed to eliminate the condition causing the breach of the intellectual property rights, as well as to exclude and/or limit any existing or future claims in this respect and to ensure to the Ordering Party the undisturbed use of the Works. Any modification made by the Supplier/Contractor or other activities shall comply with the subject of the contract and shall not cause any limitation of the extent to which the Ordering Party may use the completed subject of the contract or to any restrictions of Ordering Party's rights under the contract.
 - c) shall provide the Ordering Party with any assistance, including information and documentation, in preparation of the strategy of defence against third party claims.
12. These provisions include the copyright and industrial property rights to the Works and other objects of intellectual property rights developed by persons whom the Supplier/Contractor will entrust, in whole or in part, with performance of the obligations under this contract, including its employees and subcontractors.
13. If it turns out that the scope of the intellectual property rights to which the Ordering Party is entitled pursuant to the agreement, which was concluded by means of accepting the contract by the Supplier/Contractor, does not allow for correct, in accordance with the law and without infringing the rights of third parties functioning of the task that is the subject of the contract, or if new fields of Works exploitation emerge, unknown at the time of concluding the agreement, the Supplier/Contractor undertakes, without any additional remuneration, to enter into an agreement with the Ordering Party in order to transfer the intellectual property rights or cause that such agreements are concluded with authorized entities, within the scope necessary for that purpose.
14. Attachments constitute an integral part of Appendix No. 1 to the order:
- a) Appendix 1 - template of the declaration on the transfer of proprietary copyrights

Attachment 3

Specimen of the statement on assignment of author's economic rights

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(Name and surname and address of the declarant)

I declare that I am the author of the design documentation / part of design documentation* for the task named:*, hereinafter the 'Task realized as part of the Agreement dated no., concluded between **PCC MCAA sp. z o.o.**, KRS number 0000366820 (hereinafter: the "Employer"), and, KRS number, hereinafter the "Contractor"

1. I hereby declare that I have assigned to the Contractor author's economic rights and derivative rights (including rights to exercise derivative rights and permission to exercise derivative rights) to the work(s):.....**, (including their use by the Contractor, as a whole or in part by the Contractor in all fields of exploitation known at the moment of submission of this statement, of which listed in art. 74 sec. 4 and art. 50 of the Act of 4 February 1994 on copyrights and related rights (Dz.U. /Journal of Laws/ 2017.880, uniform text), in particular in the following fields of exploitation and in the following scope:
- a) conducting administrative proceedings and other proceedings with the use of Works or parts thereof,
 - b) erecting and designing an unlimited number of structures / devices /systems, according to the Works, also for the purposes of other jobs than the Job, in any location,
 - c) recording, on all data carriers known upon the submission of this statement, including on paper, on magnetic or digital carriers, broadcasting, exhibiting, publishing, re-transmissions, and making available at the time, place and form selected by the Contractor or the Employer,
 - d) recording and copying the entire Work or parts thereof in any manner, by way of making copies, including print, reprography, digital or magnetic techniques and other, lending and making Works available, including for tender procedures aiming at selecting a contractor to conduct repairs, modernizations, reconstructions,

developments etc. of Works,

- e) permanent or temporary reproduction or playback, in whole or in part, using any technique known upon submission of this statement,
 - f) entering into the memory of a computer or another data carrier,
 - g) adjusting, amending in line with the investment plans of the Employer or the Contractor,
 - h) copying and processing Works or parts thereof for marketing purposes,
 - i) contracting another entity or third party to develop the Works, in particular re-work, adapt and expand the Works or parts thereof.
 - j) distributing, marketing, lending, donating or leasing original Works or their copies,
 - k) translating, adjusting, changing the layout or making any other changes and modifications of Works, for optimization purposes,
 - l) preparing, disposing and using elaborations on data bases, if they constitute a part of the Works or will be created by the Works,
 - m) preparing and updating a backup copy of the Work, also if this is essential to use a Work being a computer program as well as preparing and updating a backup copy of a Work being a computer program in order to store such copy as a security in case of a damage to the computer program.
2. Transferring to the Contractor the rights referred to in sec. 1 above shall include, in particular, my consent for the Contractor to perform all related copyrights granted to me with regard to the Works, i.e. in particular consent for preparation and use of Work elaborations such as adaptations or modifications, including the right to prepare translations to foreign languages and use in connection with conducting other reviews, as well as the Contractor's consent for the Employer to provide consent for use of such related rights by third parties, as well as the rights to conduct modifications, including significant modifications, of each element of Works both in its own scope as well as contracting such modifications to third parties without my consent, and the right to individual use of each element of the Work in all fields of exploitation defined above.
 3. The right to permit exercising derivative copyrights shall be vested exclusively in the Contractor.
 4. Author's economic rights were transferred to the Contractor when every Package of documentation, of which in electronic form or on data carrier was delivered to the Contractor. The ownership of copies of Works was transferred to the Contractor on the same day.
 5. I declare that at the moment of transferring author's economic rights I had the exclusive rights to the Works referred to in sec. 1 above.
 6. The Contractor is entitled to transfer to third parties rights to the Work within the scope of the above mentioned fields of exploitation without the necessity to pay royalties and without the necessity to inform the Author.
 7. I represent that I have not concluded any agreement with any other entity and I have not submitted a statement to another entity concerning copyrights to the Works referred to in sec. 1 above, which could hinder or prevent proper performance of the Task.
 8. The Contractor hereby represents that if as a result of the performance of the Task an invention, utility model, industrial design, or trademark is made within the meaning of the Industrial Property Law, including within the scope of the business activity of Subcontractors, I will not pursue any patents, protective rights, additional protective rights, registration rights or other rights in this scope, and I will not conclude any licence agreements for my benefit, and I will not demand additional remuneration on this account. In addition, in the event an invention, utility design, trademark or industrial design is created as a result of performance of this Task, the right to obtain a patent for the invention or protective right for a utility design or an industrial design registration right shall be vested in the Contractor without additional remuneration.
 9. I represent that works handed over to me by the Contractor, and all other data and information received from the Contractor and the Employer, in particular design assumptions, I will use exclusively in order to execute works commissioned to me and I will not use them, in whole or in part, for my own interest or for the benefit of any third party.
 10. I represent that I will not disclose works created by me, in whole or in part, to any third party, and I also declare that I will not use them, in whole or in part, for my own interest or for the benefit of any third party.
 11. If after the Contractor receives the Task it turns out that the scope of intellectual property rights does not allow for proper, legal and not infringing on third party rights, or new fields of exploitation for the Works arise, not known upon submission of this statement, I undertake, as part of a separate agreement with the Contractor, to conclude an agreement with the Contractor on transferring intellectual property rights or cause a conclusion of such agreements with authorized entities in the scope essential for this purpose.

(signature) _____

Name and surname:

Title:

*) delete as appropriate;

(**) enter the name of the project in accordance with the name of the design documentation for the task specified in the order