

Agreement

concluded on 08.02.2023 between:

1. **Sumy National Agrarian University**, Herasima Kondratieva St, 160, Sumy, Sumy Oblast, 40000, Ukraine, represented by Ladyka Volodymyr Ivanovych, the Rector, - hereinafter referred to as the "**University**".
2. **ArCADiasoft Chudzik sp. j.**; 90-057 Łódź, Sienkiewicza 85/87, Poland, tax identification number NIP PL7251676810, entered into the register of entrepreneurs kept by the District Court for Łódź-Śródmieście, under the KRS number 0000316955, represented by Jarosław Chudzik, a Member of the Management Board with the right of sole representation, - hereinafter referred to as "**ArCADiasoft**"

§ 1

This agreement is an expression of intent by the Parties for mutual cooperation consisting of ArCADiasoft providing the University with a package of educational programs for use in the educational process.

§ 2

1. ArCADiasoft provides the University with the following educational software: an ArCADiasoft software package - university licenses. The specification of the programs along with the number of stations is set out in **Annex 1** to this agreement.
2. The software mentioned in sec. 1 is the property of ArCADiasoft and is protected by Polish copyright law (the Act of February 4, 1994 on copyright and related rights). Use of the indicated software is governed by this agreement and the software license terms and conditions.
3. The software mentioned in sec. 1 is not encumbered by third party rights limiting the granting of the license.
4. ArCADiasoft declares that the provided software package mentioned in sec. 1 is intended for educational purposes only and is not intended for commercial projects. ArCADiasoft consents to the use of the software covered by this agreement by the University's teaching staff for scientific and educational work performed at the University.
5. The licenses for the ArCADiasoft software, listed in sec. 1, are non-exclusive, non-transferable and include the following fields of use:
 - a. placing in computer resources;
 - b. use as part of teaching activities;
 - c. use for thesis projects by students of the University.
6. The University will ensure the security of the received programs, preventing their use by third parties, including students, in a manner inconsistent with this agreement. The University is also responsible for protecting the software and its security (installation keys and activation files) against loss or damage.
7. Time frame of the license: licenses are granted for a period of 5 years from the date of signing this agreement.
8. The territorial scope of the license is limited to Ukraine.

§ 3

The University undertakes to use the entire program package as follows:

- a. introduce all the provided programs into the teaching process (compulsory or elective classes) to the extent sufficient to become familiar with the functioning of the programs;

- b. informing students about the cooperation between the University and ArCADiasoft in the form of generally available public announcements, customarily accepted at the university (notice board, website) and about the possibility and method for students to obtain individual free licenses.

Furthermore, the University undertakes, by January 31 of each calendar year, to send ArCADiasoft a report from the previous calendar year, containing information on the methods and scope of using the software in didactic work.

§ 4

1. Upon the expiry of the licenses, the University is obliged to uninstall them.

§ 5

1. The Agreement is concluded for a period of 5 years from the date of its signing, however, the parties, having in mind the desire for long-term cooperation, declare their intention to extend it.
2. Either party may terminate the agreement with a 6-month notice period.
3. The parties may terminate the agreement with immediate effect if the scope of use of the received program licenses is inconsistent with the content of the agreement or if the supplied licenses for the programs have defects preventing their use.
4. Upon termination of the agreement, the software licenses shall expire and all programs provided by ArCADiasoft will be returned without additional costs resulting from their proper use, in accordance with this agreement.

§ 6

1. In matters not covered by this agreement, the provisions of the Civil Code and the Act of February 4, 1994 on copyright and related rights shall apply.
2. Any changes to this agreement shall be made in writing under pain of it becoming null and void.
3. Any disputes arising from the implementation of this agreement will be resolved by the court in Łódź, Poland, having jurisdiction over the matter.

§ 9

The contract was drawn up in two identical copies, one for each of the Parties.

The parties hereby confirm in writing that on February 8, 2023, they concluded an electronic agreement with the above content.

University



ArCADiasoft

Jarosław Chudzik; CEO

ArCADia
SOFT

ArCADiasoft Chudzik sp.j.
90-057 Łódź, ul. Sienkiewicza 85/87
tel. 042 689 11 11 ; KRS 0000316955
NIP 725-16-76-810 REG. 471726120

ANNEX 1

The ArCADiasoft software package contains the following programs :

	PROGRAM	Number of licenses
1.	ArcADia START-ARCH UA	30
2.	INTERsoft-INTELLICAD 2022 UA	30
3.	ArcADia BIM EN	30
4.	ArcADia-3D MAKER EN	30
5.	ArcADia-ARCHITECTURE EN	30
6.	ArcADia-DISTRIBUTION BOARDS EN	30
7.	ArcADia-ELECTRICAL INSTALLATIONS EN	30
8.	ArcADia-ESCAPE ROUTES EN	30
9.	ArcADia-EXTERNAL GAS INSTALLATIONSEN EN	30
10.	ArcADia-GAS INSTALLATIONS EN	30
11.	ArcADia-HEATING INSTALLATIONS EN	30
12.	ArcADia-IFC RVT EN	30
13.	ArcADia-LANDSCAPE ARCHITECTURE EN	30
14.	ArcADia-LIGHTNING PROTECTION INSTALLATIONS EN	30
15.	ArcADia-OBJECTS Library EN	30
16.	ArcADia-POWER NETWORKS EN	30
17.	ArcADia-RAMA EN	30
18.	ArcADia-REINFORCED CONCRETE COMPONENT EN	30
19.	ArcADia-REINFORCED CONCRETE COLUMN EN	30
20.	ArcADia-REINFORCED CONCRETE SLAB EN	30
21.	ArcADia-SEWAGE INSTALLATIONS EN	30
22.	ArcADia-SEWAGE NETWORKS EN	30
23.	ArcADia-SURVEYOR EN	30
24.	ArcADia-TELECOMMUNICATIONS NETWORKS EN	30
25.	ArcADia-VENTILATION SYSTEM EN	30
26.	ArcADia-WATER SUPPLY INSTALLATIONS EN	30
27.	EuroConnections EN	30

