

THE LICENCE AGREEMENT

PREAMBLE

This End User Licence Agreement (hereinafter: “the Licence Agreement”) is a legally binding agreement between the natural person or corporate entity (hereinafter referred to as the Licensee) and Gemius (hereinafter referred to as the Licensor), as the software producer (hereinafter referred to as the Application). By installing, copying, downloading from the Internet, obtaining access or other use of the Application, the Licensee accepts and undertakes to observe the provisions hereof. The Licence granted hereby is a non-exclusive licence.

The source code of the application includes the source code elements created by The Mozilla Foundation, available on the Mozilla Public Licence, as the element of a larger work in accordance with Clause 3.7 of the Mozilla Public Licence. The source code used in the application, with the modification description and the licence identical with the Mozilla Public Licence, is available upon request at ghm@gemius.pl.

Partial copyrights: Joaquín MŞ López Muñoz (joaquin@tid.es). The application source code includes elements of the source code of BlockAllocator by Joaquín MŞ López Muñoz. The source code with the indication of changes made with relation to the original code is available upon request at ghm@gemius.pl.

Partial copyrights: Highsoft Solutions AS (<http://highsoft.com/>) the source code of Application contains Highcharts JS library (<http://highcharts.com/>) distribute with the Highcharts OEM licence granted to Gemius SA.

DEFINITIONS

Application - software application (or plug-in understood as a set of software components that adds specific abilities to a larger software application) made available to the Licensee in relation to execution of the Terms of Services and the Agreement on provision of the gemiusHeatMap study, concluded by the Licensor and the Licensee;

GemiusHeatMap study - a study providing information on the behaviour of Internet users on a web site, described in the gemiusHeatMap study service Agreement.

The above expressions appearing in the text strictly refer to definitions formulated herein. If any other expressions appearing in this agreement raise doubts, then they should first be compared to the definitions included in the gemiusHeatMap study service agreement and then subject to generally accepted interpretation principles.

SOFTWARE LICENCE

The Licensor provides the Licensee the following rights to use the Application in the form of a licence:

1.1. Installation and use

The Licensee is entitled to install and use the Application in any given number of computers and may store copies of the Application in the form of an installer. Use of the Application is limited to the usage of the following mechanisms implemented in the Application: (i) modules of data collection, (ii) algorithms used for displaying and processing data on a computer screen, and (iii) modules of data export to the file. It is not permitted to use the application for purposes other than those for which it is intended.

1.2. Software as a computer component. Software transfer

The software achieves full functionality on a computer upon entering the login and password, which authenticate access to the data. For correct use of the Application, verification of the entered login and password is required, whereas to maintain correct access to the data, an Internet connection while using the Application is necessary.

1.3. Data access

On the basis of the login entered at the activation of the Application, the data access management system of Gemius SA identifies the web site for which traffic data may be sent to the Application during a current session. The number of copies of the Application using the same login and the same data of the web site at the same time is unlimited, with the exception of limitations resulting from the quality of an internet uplink and the efficiency of data storing servers.

1.4. Provision of licence for documentation

The Licence for documentation accompanying the Application is granted only internally, for non-commercial use. Copying and reproduction in print are allowable within the scope justified by the appropriate use of the Application.

OTHER TERMS AND CONDITIONS OF THE LICENCE

2.1. The software includes technological means designed to prevent sending to the Application data of a web site to which a given login is not assigned or if the provided password is incorrect. The Licensee may be unable to use its rights to the Application granted hereby if it does not enter the right login and password authenticating the data access.

2.2. The Application will connect with the Gemius SA server for updates. If updates are available, the user will be asked to accept update download and installation. An update of the Application does not affect the validity hereof unless the user is presented with a new Licence Agreement before the commencement of update installation.

2.3. The Licensor reserves its right to graphic components forming a part of the interface of the Application and does not allow to use any of the same outside of the Application.

2.4. The Licensor reserves all rights not granted to the Licensee in a definite manner in virtue hereof. The software is protected by copyright and other regulations on intellectual property protection. The software is licensed, not sold.

2.5. Reproduction and decompiling of the Application are forbidden, except for the situation if, regardless of this limitation, such actions are clearly allowable by applicable law and only in respect of such permission.

2.6. Technical assistance for the Application is provided by Gemius SA. In respect of technical assistance for the Application, use the assistance telephone number and e-mail available at: www.gemius.pl.

2.7. This Licence Agreement is a component of the gemiusHeatMap study service agreement concluded between the Licensee and the Licensor in relation to the Application. If any provision hereof is found invalid, incorrect, unenforceable or illegal, the remaining provisions shall remain fully applicable.

2.8. Provisions not included herein shall be supplemented by the gemiusHeatMap study service agreement.

2.9. Termination of the licence by one Party hereof shall be possible only by termination of the gemiusHeatMap study service agreement.