

## Partnership Agreement for Educational Licenses and Services under GAIN (Gemini Academic Initiative)

### PREAMBLE

**Gemini CAD Systems – a Lectra company** is a leading global supplier of technology for industries working with soft flexible materials such as textile, composites. Our activity includes research, development and implementation of software, hardware and workflow solutions for fashion & apparel, furniture and automotive, with focus on computer aided design (CAD).

Gemini's goal is to encourage education and research on design, product development and manufacturing processes in these industries by reaching out to the technical education community members, public and private, and providing them access to production level technology.

**The Educational Partner** is an educational organization, whose goal is to provide access to the highest level of know-how and tools for its students and affiliated teaching and researching staff, thus ensuring high educational standards and spreading advanced digital knowledge among future specialists in targeted industries. The Partner becomes a GAIN beneficiary in order to have access to Gemini CAD Systems technologies and use them for teaching and research purposes.

### CAUTION: PLEASE READ THIS EDUCATIONAL PARTNERSHIP AGREEMENT CAREFULLY

This Agreement, together with the Terms & Conditions of Contract as set out in Appendix A, is a legally binding contract between you (the Educational Partner) and us (Gemini CAD Systems S.A.). It describes how we will work together for the benefit of your students and academic staff and other aspects of our relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible. These terms are so important though that we cannot have you participate in our Educational Program unless you agree to them. By participating in our Educational Program, you are agreeing to these terms and conditions.

### WARNING

The information contained in this document is the property of Gemini CAD Systems S.A.

This document is disclosed in confidence and therefore none of the information contained herein may be disclosed to anyone other than the recipient without the express prior authorization of Gemini CAD Systems S.A.



## 1. INTERPRETATION & DEFINITIONS

For the purposes of this Partnership Agreement:

- ✎ **GEMINI** (referred to as either "Gemini", "We", "Us" or "Our" in this Agreement) refers to **S.C. Gemini CAD Systems S.A.** – with headquarters at the address 'Tudor Vianu, nr. 2A'.
- ✎ **Agreement** means this Educational Partnership Agreement together with the Terms and Conditions of Contract as set out in Appendix A.
- ✎ **Beneficiary** means any type of legal entity or natural person that complies with the definitions set forth in the "Terms and Conditions" for the Eligible Educational Organization, Educator or Student.
- ✎ **Educational Platform** means all of Gemini's web-based resources and tools that are necessary for operating the GAIN partnership. It may include applications, websites, digital tools and cloud platforms, ancillary products and services that are developed, operated and maintained by Gemini and are made accessible for the Educational Partner, via indicated online locations and procedures, for your use in accordance with the terms of this Agreement.
- ✎ **Education Account** means the account provided by Gemini to the Educational Partner and administrated by the Educational Partner on GEMINI's operational online platform, that allows a full management of the educational partnership. The account allows access and operations on the Partner's human and digital resources included in GAIN program and on all the tools and resources provided by Gemini for the Partner as GAIN beneficiary.
- ✎ **You** means the party, other than GEMINI, entering into this Agreement and participating in the Educational Program GAIN, namely the Educational Organization and not you personally (i.e., the individual who reads this Agreement and is designated by the Educational Organization to represent it and to sign and enter it).

## 2. PARTIES

This Educational Partnership Agreement was concluded between the following parties:

- 2.1. Gemini CAD Systems S.A.**, a company incorporated under the laws of Romania whose registered office is at "Tudor Vianu" 2A Street, in Iași, Iași county, Romania, fiscal code RO17075288, hereinafter referred to as "**Gemini**",  
and
- 2.2. Chernivtsi Applied College of Technologies and Design**, a company incorporated under the laws of Ukraine whose registered office is at the following address: 16 Yevhena Hrebinky Street, Chernivtsi, Ukraine, code 00301990, hereinafter referred to as "**Educational Partner**".

### 3. NON-EXCLUSIVITY

This Agreement does not create an exclusive agreement between you and GEMINI.

Both parties will have the right to enter into similar Agreements with third parties and to work with other parties in the same or similar capacity.

### 4. MAIN STEPS OF THE GAIN PROGRAM

#### 4.1. Purpose and method of the educational program:

Under GAIN, Gemini CAD Systems provides educational software licenses and associated services to Educational Organizations and to the natural persons associated with them (included, but without limitation to professors, teachers, trainers, researchers, students, course attendees), regardless of where they are located.

#### 4.2. Who is eligible for the program:

Any Educational Organization, regardless of the form and level of education whose targeted education area is preparing specialists for the fashion & apparel industry, especially CAD/CAM engineers/operators for design and cutting rooms or for product development and manufacturing.

#### 4.3. The main steps to join the program:

- 4.3.1. You either submit a request to become a GAIN Partner, or you receive our invitation to join the educational program.
- 4.3.2. If you submitted a request, your application will be reviewed to see if you are eligible or not, considering the programs objective, and we will notify you if you have been accepted or not to participate in the program, within 30 (thirty) days from your request.
- 4.3.3. If you received our invitation to join the program, it means we already evaluated your eligibility, and you are already considered eligible from the date you provide a written positive response to our invitation.
- 4.3.4. If you are accepted to participate in the Educational Program, we provide you the legal documents that need to be signed by the parties so you can review them together with your legal department and sign them.
- 4.3.5. Once the parties have signed the legal documents, the next 30 days are considered "Provisional Acceptance Period" and the following steps need to be made:

- A) You assign a Representative of your Organization that will have the role of a contact point between GEMINI and the Educational Organization, and you communicate to us his contact dates.
- B) We provide you an Assessment questionnaire that you must return to us completed with the information we request.
- C) You assign an Administrator that will create or take on the Education Account provided by GEMINI and will register on the Educational Platform and manage the Organization's Account.
- D) You manage your Education Account to populate a list of end-users associated with your organization, to respond to requests coming from end-users that want to join your account and validate/endorse or invalidate the quality of these persons as complying the rules of the program, as detailed in the Terms and Conditions.
- E) You can now download and benefit from the free commercial grade licenses as it follows: your Organization benefits from 5 software licenses in advance, plus as many licenses as your end-users request, on the condition that the persons that requests them are associated to your Account and validated by your organization as complying the rules of the program, as detailed in the Terms and Conditions.

## 5. LICENSE GRANT

Subject to your acceptance of this Agreement and the End-User License Agreement (EULA) incorporated in the software, GEMINI will grant you and your associated end-users a limited, non-exclusive, non-sub licensable, non-assignable or transferable **license** to download, install and use the Gemini CAD Systems Software, in each case solely within the educational scope of the program, in an educational environment, where the sole purpose is to benefit the students.

The limitations and the applicable parameters of the license grant and ancillary services provided to you are described in detail in Chapter 5, 9, 10, 11 and 12 in Terms and Conditions.

## 6. TERMS AND TERMINATION OF THE AGREEMENT

The duration of this Agreement is 1 (one) year from the date the latest signature of the Parties is given to enter this Agreement, and it will automatically renew at the end of each year for a further term of 1 (one) year unless either party gives the other written notice of termination at least 30 days prior. For detailed conditions and terms under which this Agreement may be terminated sooner, please see Chapter 6 in Terms and Conditions.

## 7. NO FEES

All the licenses and services provided by Gemini under GAIN are free of charge and you do not owe any financial compensation for the price of the software or the services, as detailed in the Terms and Conditions, Chapter 7.

## 8. TRADEMARKS USE AND PUBLICITY OF THE PROGRAM

Each Party hereby agrees to grant to the other Party a nonexclusive, nontransferable, royalty-free right to use and display their trademarks, service marks and logos (“Partner Marks”), expressly mentioned in Chapter 8 in Terms and Conditions, in connection with the Educational Program and this Agreement.

Each Party authorizes the other to use, exhibit, distribute, present, verbally communicate or publish the said materials and information, for the purpose of publicizing and marketing the GAIN educational program, following the rules set in Terms and Conditions, Chapter 8.

## 9. PROPRIETARY RIGHTS

Gemini CAD Systems will provide free educational licenses for commercial grade CAD/CAM technology and additional materials, tools and services, that contain proprietary information of Gemini which are protected by international copyright laws. GEMINI retains all proprietary rights on these, and the Educational Organization agrees to all the conditions set on this subject in Chapter 9, Terms and Conditions.

## 10. DATA PROTECTION PROVISIONS IN COMPLIANCE WITH GDPR

Given the specific of the educational program where both parties enter this Agreement with the objective of providing technology to third parties, namely the End-Users, given the necessity of disclosing to each other and processing together their personal data, the parties hereby agree to set the common provisions based on which they will exchange and process the personal data as detailed in Chapter 13 in Terms and Conditions.

## 11. GENERAL PROVISIONS

- 11.1.** This Agreement shall be governed by and construed in accordance with the laws of the State of Romania without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any justice court in Romania, and you irrevocably consent to the jurisdiction of such courts.

- 11.2. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship, and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
- 11.3. The terms of this Agreement and any related service agreements constitute the final, complete, and exclusive agreement with respect to Gemini CAD Systems Software and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreements or consistent additional terms.
- 11.4. GEMINI may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice.

Date

12.06.2026

Organization name

GEMINI CAD SYSTEMS

Representative name and title

Rosca Malina- Education program Specialist

Signature



A blue ink signature of Rosca Malina is written over a circular blue stamp. The stamp contains the text: SOCIETATEA COMERCIALA GEMINI CAD SYSTEMS S.A. RO17075288. The stamp also includes the company's registration number and VAT number.

Date

2026.06.05

Organization name

Chernivtsi Applied College of Technologies and Design

Representative name and title

College Director Alla Hapei

Signature



A blue ink signature of Alla Hapei is written over a circular blue stamp. The stamp contains the text: МИНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ, ІНСТИТУТ НАУКОВО-ТЕХНОЛОГІЧНОЇ ТА ДИЗАЙНІВНОЇ СПІВРОБОТИ, ЧЕРНІВЕЦЬКИЙ КОЛЕДЖ ТЕХНОЛОГІЙ ТА ДИЗАЙНУ. The stamp also includes the college's registration number and VAT number.

Gemini CAD Systems SA

2A Tudor Vianu Street, 700490, Iasi, Romania

T/F: +40 232 237 546, E-mail: [education@geminiCAD.com](mailto:education@geminiCAD.com)

# Terms and Conditions of PAELS under GAIN (Gemini Academic Initiative)

Latest version update March 2024

## **PREAMBLE:**

**Gemini CAD Systems** is a leading global supplier of technology for industries working with soft flexible materials such as textile, composites or leather. Our activity includes research, development and implementation of software, hardware and workflow solutions for fashion & apparel, furniture and automotive, with focus on computer aided design (CAD) and computer aided manufacturing (CAM) applied in the cutting room.

Gemini's goal is to encourage education and research on design, product development and manufacturing processes in these industries by reaching out to the technical education community members, public and private, and providing them access to production level technology.

**The Educational Partner** is an Educational Organization, whose goal is to provide access to the highest level of know-how and tools for its students and affiliated teaching and researching staff, thus ensuring high educational standards and spreading advanced digital knowledge among future specialists in targeted industries. The Partner becomes a GAIN beneficiary in order to have access to Gemini CAD Systems technologies and use them for teaching and research purposes.

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## 1 DEFINITIONS

- 1.1 "GEMINI" means Gemini CAD Systems.
- 1.2 "GEMINI Software" or "Software" means the Gemini CAD Systems Software product(s) for desktop, mobile, server or cloud computing, provided in connection with this Agreement. "Software" shall also include any releases provided to or purchased by you under any separate support and maintenance agreement you may enter into with Gemini CAD Systems.
- 1.3 "Beneficiary" means any type of legal entity or natural person that complies with the definitions set forth for the Educational Partner, Educator or Student.
- 1.4 "Educational Partner" or "Partner" means an Eligible Educational Organization that signed the Partnership Agreement for Educational Licenses and Services with Gemini and joined the educational program.
- 1.5 "Eligible Educational Organization" means a public or private educational and/or academic entity, that has been recognized, accredited or registered by an official authority or an authorized governmental agency within its applicable state, county, provincial, federal and has the primary purpose of teaching and/or delivering vocational training to its enrolled students and/or course attendees. The main targeted education area is preparing specialists for the fashion & apparel industry, especially CAD/CAM engineers/operators for design and cutting rooms or for product development and manufacturing processes. The targeted research areas cover any technical and/or scientific topic related to flexible goods manufacturing, mainly textile garments sector.
- 1.6 "Educator of the Organization" or "Educator" means the natural person who is affiliated to an Educational Partner based on a contract of employment or another form of collaboration, including but without limitation to: professors, teachers, researchers, trainers, organizational management, and staff and is endorsed by the Organization. Losing the affiliation with the Educational Partner, or the endorsement provided by the Organization in relation to GAIN, regardless of the reason, will automatically lead to losing the quality of Educator in relation to GAIN, and GEMINI may, at any time, without any prior notice, withdraw any and all the benefits of the program. For Educators, it operates the assumption that the quality survives for an indefinite period of time and it stops the moment the Educator loses the affiliation with the school or the Organization decides to remove that Educator from the program.
- 1.7 "Student" means the natural person that is officially enrolled to an Educational Partner and takes the classes, courses, or the vocational training program of such an entity, having the quality of a student or course attendee and who is endorsed by the Educational Partner. Losing the quality of student or course attendee in relation to the Educational Partner, or the endorsement provided by the Organization in relation to GAIN, regardless of the reason, will automatically lead to losing the quality of Student in relation to GAIN and GEMINI may, at any time, without any prior notice, withdraw any and all of the benefits of the program.
- 1.8 "Associated Educators and/or Students" means all the Educators and the Students that are affiliated to a certain Educational Partner and became beneficiaries of the program by being endorsed by that Organization on the Organization's Educational account or in another way, accepted by GEMINI.
- 1.9 "Endorsement" means the confirmation provided to GEMINI by the Educational Partner that the Educators and the Students that make or will make requests to access the free software licenses and the auxiliary services, have a real and valid quality of professor, other member of the staff, Student or course attendee, and that there is a valid and active legal base for the affiliation between the Organization and these natural persons. Adding Educators and Students on the Education Account is a form of endorsement provided by the Educational Partner for these individuals.
- 1.10 "Educational Platform" means all of the Gemini's web-based resources and tools that are necessary for operating the GAIN partnership. It may include applications, websites, digital tools and cloud platforms, ancillary products and services that are developed, operated and maintained by Gemini and are made

accessible for the Educational Partner, via indicated online locations and procedures, for your use in accordance with the terms of this Agreement.

- 1.11 “Education Account” means the account provided by Gemini to the Educational Partner and administrated by the Educational Partner on GEMINI’s operational online platform, that allows a full management of the educational partnership. The account allows access and operations on the Partner’s human and digital resources included in GAIN program and on all the tools and resources provided by Gemini for the Partner as GAIN beneficiary.
- 1.12 “You” means the party, other than GEMINI, entering into this Agreement and participating in the Educational Program GAIN, namely the Educational Partner that applied to join the Educational Program and not you personally (i.e., the individual who reads this Agreement and is designated by the Educational Partner to represent it and to sign and enter into it).

## 2 PARTIES

This Terms and Conditions Appendix applies to the Educational Partnership Agreement that was concluded between and by the following parties:

- 2.1 **Gemini CAD Systems SA**, a company incorporated under the laws of Romania whose registered office is at 2A Tudor Vianu Street, Iasi, Romania, fiscal code RO17075288, hereinafter referred to as "**Gemini**", and
- 2.2 **Chernivtsi Applied College of Technologies and Design**, a company incorporated under the laws of Ukraine whose registered office is at the following address: 16 Yevhena Hrebinky Street, Chernivtsi, Ukraine, code 00301990, hereinafter referred to as "**Educational Partner**".

## 3 GEMINI ACADEMIC INITIATIVE - ELIGIBILITY FOR THE PROGRAM

- 3.1 Gemini Academic Initiative (GAIN), a private initiative of Gemini CAD Systems, is an international educational program for free commercial grade licenses granted to educational institutions and natural persons associated with them.
- 3.2 Under GAIN, Gemini CAD Systems provides educational licenses of the Gemini Software and associated services to Educational Partners and to the natural persons associated with them (included, but without limitation to professors, teachers, researchers, students, course attendees), regardless of where they are located.
- 3.3 Eligibility of the Educational Partner in relation to the form and level of education: all forms and level of education are eligible to the program.
- 3.4 Eligibility of the Educational Partner is an ongoing condition to access and stay in the program and is met if the Organization:
- a) *Has all the legal accreditations, authorizations, certifications and registrations necessary to legally function and carry out its activity in the state in which it resides.*
  - b) *Completes the Assessment questionnaire provided by GEMINI.*
  - c) *Has a website with updated info and provides a valid organization email address.*
  - d) *Assigns a Representative of the Educational Partner and empowers them adequately in relation to the educational program, who will represent the institution and will, amongst others, have the role of a contact point between GEMINI and the Educational Partner.*

- e) *Completely and accurately registers on the Educational online platform and performs mandatory updates of the registration information every time changes occur so that the information is always accurate and up to date.*
- f) *Provides, if the case, upon request, any supplementary information or documents necessary to confirm the existence and lawfulness of the activity.*
- g) *Continuously complies with all the terms of this Agreement and of any other legal agreement signed in relation with the educational program.*
- h) *Is willing to use the Gemini educational licenses for teaching and researching purposes only, thus committing to:*
  - i. *grant access to Gemini educational licenses, products and services to all the authorized affiliates, meaning students, trainees, courses attendees, trainers, teachers, professors, researchers, top management staff and other relevant individuals;*
  - ii. *create an internal communication mechanism, in order to efficiently and continuously promote Gemini technologies inside the organization, as well as the methods and procedures to access and use them, for ensuring a wide addressability to Gemini products and services among targeted categories such listed above;*
  - iii. *when possible, upon Educational Partner's decision, include Gemini Software into teaching literature and curriculum;*
  - iv. *use and/or include Gemini Software in studies, surveys and other research works and projects, when appropriate.*
- i) *Maintains a continuous collaboration with Gemini to co-promote the educational partnership and the benefits and outcomes resulted from it, for all the parties and beneficiaries involved.*

3.5 The software can be used for learning, teaching, training and research and development. The software cannot be used for any commercial, professional or other for-profit purposes.

3.6 It is strictly forbidden for an Organization to conditionate the endorsement of an Associated Educator or Student for any other criterion than the actual quality of professor, other member of the staff, student or course attendee, based on the existence of a valid and active legal base for the affiliation between the Organization and these natural persons. If the Educational Partner will condition the endorsement on any other criterion, or if it provides the endorsement when the conditions set above aren't met by the natural person, GEMINI will immediately, without prior notice terminate this Agreement and exclude the Organization from the program and may hold it responsible, including legally and financial for any possible damage caused to GEMINI or the program.

## 4 JOINING THE PROGRAM, RIGHTS AND OBLIGATIONS

4.1 By joining the educational program you will receive the right to use, demonstrate and promote the Gemini Software and services solely in an educational environment where the main purpose is to benefit the student.

4.2 You may not sell, lease, rent or otherwise use the Gemini Software and services for profit, provided that the foregoing will not restrict you from charging tuition or training fees generally, which fees would apply regardless of the inclusion of the Gemini Software and services in your curriculum. You may also not include the Gemini Software and services in materials that are going to be distributed outside of your organization (for example, for inclusion in a published book), without our express prior written consent. You may not alter the appearance of the Gemini Software and services or remove our name or logo from the Gemini Software and services. "Whitelabeling" is strictly prohibited. We determine the educational

content that we make available to you under this Agreement, and there is certain content or products or services that may not be accessible to you unless you are a customer of ours or pay a fee.

- 4.3 Partner Acceptance. Once both Parties sign the Educational Partnership Agreement, the first thirty (30) days following are considered the “Provisional Acceptance Period”. During the Provisional Acceptance Period there are a few mandatory steps that need to be made by both parties in order to create the context for the program to start in full force and effect, as set out below.
- 4.4 The main obligations of the Educational Partner during the Provisional Acceptance Period are:
- a) *To complete the Assessment questionnaire sent by GEMINI with all the information requested.*
  - b) *To register on the Educational Platform and/or to take on the Education Account provided to you by Gemini, in order to use it as the main tool of managing the educational program in relation with GEMINI and with the associated Educators and Students.*
- 4.5 The Educational Partner undertakes the obligation to assign a person from the Organization to take on the role of Account Admin that will manage the Education Account on behalf of the Organization and in compliance with the GEMINI terms and conditions.
- 4.6 The main obligations of the Educational Partner during the implementation of the program, acknowledged and accepted as being critical for the performance of the program are:
- a) *To populate the Education Account with the list of the associated Educators and Students for which the licenses and services are requested, providing for each of them at least the following details but without limitation to:*
    - i. *Name and Surname*
    - ii. *A valid e-mail address*
  - b) *To accurately validate/endorse or invalidate the active quality of the associated Educators and Students, in accordance with the definition set in section 1, by permanently keeping an accurate and updated list of the Educators and Students added on the Education Account.*

*The omission to comply with the provisions set in this section, may lead to the automatic deactivation and loss of the right and the technical possibility to use off all the licenses granted through the Educational Account to the affiliated Educators and Students.*
  - c) *To issue an article on the Organization’s website, in the news section or, otherwise in a visible section, in which you announce the launch of the educational partnership with GEMINI, in the first 3 (three) months of the First year of contract.*
  - d) *To post the GEMINI’s logo on the Organization’s website in the Partners section, in the first 3 (three) months of the First year of contract.*
- 4.7 The Educational Partner acknowledges and accepts that no person may benefit from a free educational license for a period longer than 4 (four) calendar years. The only exception that will be made regards the Educators who are teachers, professors or trainers and who directly teach the GEMINI Software to a classroom or a trainee group, provided that (i) the GEMINI software has been integrated in the official curriculum of the Organization and (ii) GEMINI and the Educational Partner have previously signed a written agreement for integrating the GEMINI Software into the official curriculum or (iii) GEMINI decides to continue to provide the license and services to Educators based on the justifying arguments provided by the school in regards to those Educators.
- 4.8 The Educational Partner acknowledges and accepts that GEMINI can only allow a ratio of 1/10 between the number of licenses required and granted to associated Educators and to associated Students (this means that a school is allowed to receive a number of licenses for Educators correlated with the number of Students brought into the program); however, a one-time singular exception will be made from this

limitation, after signing this Partnership Agreement - at the beginning of the partnership, GEMINI will grant up to 5 (five) software licenses in advance to the Educational Partner, for the use of Educators, while the rest of the licenses for the Educators will be granted only to the extent of completing the necessary number of requests for Students with respect to the ratio.

## 5 SOFTWARE EDUCATIONAL LICENSES AND SERVICES

- 5.1 LICENSE GRANT: Subject that you accept and AGREE to the terms of this Agreement and the End-User License Agreement (EULA) incorporated in the software, GEMINI will grant you and your associated end-users a limited, non-exclusive, non-sub licensable, non-assignable and non-transferable *license* to download, install and use the Gemini CAD Systems Software, in each case solely within the educational scope of the program, in an educational environment, where the sole purpose is to benefit the students.
- 5.2 The Partnership Agreement, together with the Terms and Conditions, the EULA and the License Certificate issued by Gemini CAD Systems are together a binding contract between Gemini CAD Systems and You.
- 5.3 Usage timeframe: The educational licenses are provided by GEMINI on a monthly subscription-based model, for free.
- 5.4 CLOUD SERVICES: GEMINI makes available to all of his partners, a cloud services platform specifically designed for the fashion & apparel industry, that offers a suite of applications provided as software-as-a-service (SaaS) dedicated to digitalizing and integrating into a seamless flow all the critical processes in the apparel design, product development and manufacturing. The Educational Partners will have free access to some of the platform's functionalities. Certain functional limitations may apply.
- 5.5 SUPPORT AND UPDATE SERVICES:
- a) *Support Services in relation to installing and using the educational licenses is provided under the terms of the SLA (Service Level Agreement) document, at the Level A.*
  - b) *The Software Update is provided free of charge continuously during the entire period of the program to all the beneficiaries that legitimately were granted and use a valid educational license.*

## 6 TERMS AND TERMINATION OF THE AGREEMENT

- 6.1 This Agreement will be effective as of the date the latest signature of the two Parties is given to enter this Agreement, thereby expressly agreeing to the terms and conditions set forth herein and will remain effective for 1 (one) year. This Agreement will automatically renew at the end of each year for a further term of 1 (one) year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
- 6.2 TERMINATION BEFORE THE EXPIRATION DATE OF THE AGREEMENT:
- a) *Both parties may terminate this Agreement at any time, with or without cause, by providing written notice to the other party 30 days prior to the termination date.*
  - b) *In the case of an Educational Partner that included the Gemini Software in the school's curriculum, GEMINI can terminate this Agreement with the minimum 30 days prior notification but no sooner than the end of the School Semester during which the notification was sent.*
  - c) *The Educational Partner may terminate this Agreement in accordance to art. 6.2.a), provided it ceases all use of the Gemini CAD Systems Software AND destroys or removes from all hard drives, networks, and other storage media all copies of the Gemini CAD Systems Software in their possession. The Educational Partner takes full responsibility and acknowledges that once*

*terminating this agreement, all the Affiliated Educators and Students will also lose their educational licenses and will be leaving the program. The Educational Partner will be the only responsible for any claim that may occur from these beneficiaries in this case of termination.*

- d) *In the case of breaching any part of the Agreement by the Educational Partner, GEMINI may terminate this Agreement at any time, by providing notice to you and/or preventing your access to the Gemini CAD Systems Software.*

6.3 Upon termination of this Agreement for any reason (i) all licenses and rights to use the Gemini CAD Systems Software shall terminate, and (ii) you must remove the Gemini CAD Systems Software from your computer equipment and dispose of all originals and copies of the Gemini CAD Systems Software in your possession.

## 7 NO FEES

7.1 The licenses and the services you acquire under GAIN are provided by GEMINI to you for free and you do not owe any financial compensation for the price of the software or the services.

7.2 However, each party is responsible for its own costs and expenses related to this Agreement. As a consequence, the Educational Partner shall pay, if the case, to any third parties, public authorities or private entities, all fees associated with the licensed Software and any services acquired, including, but without limitation all taxes, withholdings, duties and levies arising from entering this Agreement and installing and using the licenses.

## 8 TRADEMARKS USE AND PUBLICITY OF THE PROGRAM

8.1 Each Party hereby agrees to grant to each other a nonexclusive, nontransferable, royalty-free right to use and display their trademarks, service marks and logos (“Partner Marks”) in connection with the Educational Program and this Agreement. Each Party authorizes the other to use, exhibit, distribute, present, verbally communicate or publish the following materials and information for the purpose of publicizing and marketing the GAIN educational program, anytime during the existence of the educational partnership:

- a) *The Logo and other visual elements belonging to the other Party’s visual identity;*
- b) *The Party’s Name, characterization and brief presentation information as revealed on the Party’s public website and/or specifically agreed by the parties;*
- c) *The partnership between the two parties, revealing the Beneficiary – Provider relationship;*
- d) *Other public, non-confidential information approved by the Party;*
- e) *Other materials agreed by the parties;*

8.2 As mentioned in art. 4.6. letter c) and d), The Educational Partner hereby undertakes the obligation to post on their website the Gemini logo and issue an article in the News section on the website or on the official organization social media accounts, announcing the launch of the educational partnership and communicating the benefits for the associated Educators and Students. The Educational Partner will include a link to the educational program’s website. This provision is to be applied by the Educational Partner in the first 3 (three) months of the First year after signing and entering into this Agreement.

8.3 Written and/or video Testimonials and case study; After the first 6 (six) months of the First year after signing and entering into this Agreement, The Educational Partner undertakes to provide to GEMINI, based on GEMINI’S specific written request, formulated by GEMINI at least 30 days prior, written testimonials regarding the educational program and/or to provide all the support needed to videotape,

including at the Partner's facility. The Educational Partner undertakes to comply to such a request if It is properly formulated by Gemini and engage in preparing the testimonial. GEMINI may only request such a written/video testimonial once per year.

- 8.4 Without prejudice to the provisions set in art. 8.2., both Parties have the right, at their own choice, during the term of this Agreement, with the consent of both Parties, to issue an unlimited number of references, articles, news or similar content that includes the materials indicated at art. 8.1. with the sole purpose of promoting the GAIN educational program and the benefits, and for this purpose both Parties may use the other Party's trademarks as long as they follow the usage requirements set in this section. Both Parties must: (i) only use the images of trademarks as they are made available, without altering them in any way; (ii) only use the trademarks in connection with the Educational Program and this Agreement; and (iii) immediately comply if the other Party requests to end the use. Both Parties must not: (i) use the trademarks in a misleading or disparaging way; (ii) use the trademarks in a way that implies the other Party endorses or approves of your services or products without having the express consent in this direction; or (iii) use the trademarks in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## 9 PROPRIETARY RIGHTS

- 9.1 The Gemini CAD Systems Software contains proprietary and confidential information of GEMINI which are protected by international copyright laws. Also, as part of the Educational Partnership Program or as part of the training session offered in connection with the program, Gemini can provide documentation, teaching materials, recommendations, evaluations, maintenance reports, training reports and instructions, collectively called "Gemini Documentation" that contains proprietary and confidential information of GEMINI. GEMINI retains all proprietary rights and the title to and of the GEMINI Software and Documentation and all copies thereof, including all other rights and interests, including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights. The Educational Partner only has the limited rights with respect to the GEMINI Software and Documentation expressly set forth in this Agreement, and it has no other rights, implied or otherwise. The Gemini CAD Systems Software and Services are licensed, not sold.
- 9.2 The Educational Partner acknowledges that any unauthorized copying or unauthorized use of the Gemini CAD Systems Software is a violation of this Agreement and copyright laws and is strictly prohibited.
- 9.3 The Educational Partner agrees to take all reasonable steps at all times to protect and maintain any confidential information regarding GEMINI, its Affiliates, the GEMINI Staff, the Gemini CAD Systems Software and the IP Rights, which are strictly confidential.

## 10 YOUR REPRESENTATIONS AND WARRANTIES

- 10.1 You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the Gemini CAD Systems Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the Gemini CAD Systems Software or to defeat or overcome any encryption and/or other technical protection methods implemented by GEMINI with respect to the Gemini CAD Systems Software and/or data transmitted, processed or stored by GEMINI or other users of the Gemini CAD Systems Software, (iv) you will always provide and maintain true, accurate, current and complete information as requested by GEMINI, and (v) you will only use the Gemini CAD Systems Software on a computer on which such use is authorized by the computer's owner.
- 10.2 You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Educational Program, (b) your

noncompliance with or breach of this Agreement, (c) your or your affiliated Educators and Students' use of the Educational Platform, or (d) our use of the Partner Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

- 10.3 If GEMINI has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, GEMINI may terminate this license, deny any or all use of the Gemini CAD Systems Software and pursue any appropriate legal remedies.

## 11 DISCLAIMER OF WARRANTIES

- 11.1 The Gemini CAD Systems software and materials are provided "as is" and there are no warranties, claims or representations made by GEMINI, either expressed, implied, or statutory, with respect to the Gemini CAD Systems software, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance, or trade usage. GEMINI further does not represent or warrant that the Gemini CAD Systems software or any other services will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free or will operate without data loss, nor does GEMINI warrant any connection to or transmission from the internet, or any quality of data made through the Gemini CAD Systems software. Any statements or representations about the software and its functionality in the user documentation or any communication with you constitute technical information and not an express warranty or guarantee.
- 11.2 You acknowledge that the entire risk arising out of the use or performance of the Gemini CAD Systems software remains with you to the maximum extent permitted by law.

## 12 LIMITATION OF LIABILITY

- 12.1 In no event shall GEMINI, its affiliates, parent companies, subsidiaries, officers, directors, employees, agents or network service providers have any liability for any incidental, special, indirect or consequential damages (including, without limitation, any loss of data, service interruption, computer failure or pecuniary loss).
- 12.2 The limitations of liability in this section shall apply to the maximum extent permitted by applicable law to any damages, however caused and regardless of the theory of liability, whether derived from the contract, tort (including but not limited to negligence) or otherwise, even if GEMINI has been advised of the possibility of such damages and regardless of whether the limited remedies available hereunder fail from their essential purpose.
- 12.3 GEMINI shall bear no responsibility or liability whatsoever arising from loss or theft of the software or the media on which the software is furnished to the Educational Partner. GEMINI shall not be obligated to replace any lost or stolen software or software media. The Educational Partner is solely responsible for safeguarding the software and the media on which the software is furnished and for backing up the data.

## 13 DATA PROTECTION PROVISIONS IN COMPLIANCE WITH GDPR

- 13.1 Given the specific of the educational program where both parties enter this Agreement with the objective of providing technology to third parties, namely the associated Students and Educators, given

the necessity of disclosing to each other and processing together their personal data, the parties hereby agree to set the common provisions based on which they will exchange and process the personal data belonging to the organizations, their employees, collaborators and the mentioned third parties, with respect to the obligations each of the two parties separately have in relation with these persons.

- 13.2 To meet the purpose of this educational partnership, the Educational Partner will provide to GEMINI some personal data of their affiliated Educators and Students, strictly necessary for fulfilling this educational contract. The Educational Partner agrees hereby that the purpose of this Agreement cannot be met, and the educational program cannot be implemented unless the Educational Partner provides such data. The controller for this personal data will continue to remain the Educational Partner, while GEMINI will have the quality of processor. All information and data to be communicated between the parties of this Agreement in accordance with the provisions of the General Data Protection Regulation (GDPR), the type of data disclosed by the Educational Partner, the delimitation of the purpose, the methods of processing, using, storing and all the other details will be provided under the Data Protection Agreement signed by the parties of this Agreement.
- 13.3 Purpose of the Processing. Personal Data will be Processed for purposes of providing the services set out and agreed to in this Agreement.
- 13.4 GEMINI undertakes to the Educational Partner that in relation with the owners of the personal data, the Educators and the Students, will comply with all the obligations set by the provisions of the General Data Protection Regulation (GDPR).
- 13.5 In each case GEMINI uses, stores or processes any personal data (including videos, pictures or any other personal data) of these third parties in any way, the following regulations shall apply:
- a) *GEMINI shall keep confidential any data and processing results and shall use it solely in connection with and for the purpose of the educational program, the data were committed for. GEMINI shall return the data exclusively to the Educational Partner and pass the data to third parties only upon written order or approval by the Educational Partner.*
  - b) *GEMINI declares that under no circumstances will it store, use, edit or transmit these data in any other way and particularly it will not pass the data to any unauthorized persons.*
  - c) *GEMINI declares to undertake sufficient security measures according to the General Data Protection Regulation to prevent disorderly use of data and access by unauthorized persons.*
  - d) *GEMINI shall take care of the technical and organizational prerequisites to enable the Educational Partner to comply with the obligations according to the General Data Protection Regulation towards the data subject within the legal deadlines.*
  - e) *With regard to the use of the data that the Educational Partner has committed to GEMINI, the Educational Partner will have the right of inspection and supervision of all data processing facilities, provided such an inspection is notified in writing to GEMINI at least 30 days prior to the inspection.*

## 14 GENERAL PROVISIONS

- 14.1 GEMINI reserves all rights not expressly granted herein. GEMINI may modify this Agreement at any time by providing such a revised Agreement to you or posting the revised Agreement on its website located at [www.geminiCAD.com](http://www.geminiCAD.com). Your continued use of the Gemini CAD Systems Software and/or Services shall constitute your acceptance of such a revised Agreement.
- 14.2 You may not assign this Agreement or any rights hereunder without the prior written consent of GEMINI.
- 14.3 Nothing in this Agreement shall constitute a merge or joint venture between you and GEMINI.
- 14.4 Should any term or provision hereof be deemed invalid, void or unenforceable, either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. Failure of GEMINI at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.
- 14.5 GEMINI may at its sole discretion, any time, change the benefits of the educational program by updating its website.
- 14.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Romania without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any justice court in Romania, and you irrevocably consent to the jurisdiction of such courts.
- 14.7 It is the express convention of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
- 14.8 The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the Gemini CAD Systems Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 14.9 GEMINI may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice.

Date

12.06.2026

Organization name

GEMINI CAD SYSTEMS

Representative name and title

Rosca Malina - Education Program Specialist

Signature



Signature of Rosca Malina, Education Program Specialist, Gemini CAD Systems. The stamp includes the text: SOCIETATEA COMERCIALA GEMINI CAD SYSTEMS S.A. RO17015288.

Date

2026.06.05

Organization name

Chernivtsi Applied College of Technologies and Design

Representative name and title

College Director Alla Hapei

Signature



Signature of Alla Hapei, College Director, Chernivtsi Applied College of Technologies and Design. The stamp includes the text: КОЛЕДЖ ТЕХНОЛОГІЙ ТА ДИЗАЙНУ ЧЕРНІВЕЦЬКОЇ ОБЛАСТІ, МІНІСТЕРСТВО ОСВІТИ НАУКИ УКРАЇНИ.