

# License terms for the software product ALVAO Service Desk 10.4

These license terms are an agreement between the Manufacturer and the User and apply to the aforementioned software product hereinafter referred to as the "Product". These conditions also apply to all: modules, additions, updates, Internet services for this Product, unless these items are delivered under other conditions. If so, these other conditions shall apply. By installing or using the Product, you accept these conditions in their entirety.

## 1 Definition of terms

1.1 In this license terms the following terms and terms shall be understood as follows, unless the context requires otherwise:

Product activation	Putting the Product into operation by entering the Product Activation key.
Activation key	The activation key is a character code required to activate the Product.
User	A User is whoever is using the Product or has it installed on their computer.
Manufacturer	Product Manufacturer: ALVAO s.r.o. Address: Hlohová 10, 591 Žďár nad Sázavou, Czech Republic Co. ID: 25561561

## 2 Intellectual property rights and ownership

2.1 The Manufacturer declares that they are the exclusive owner of all rights associated with the Product, in particular copyright and ownership, and that they are entitled to grant Users a license to use the Product. The Product is not sold, only a non-exclusive license for its use is granted. This agreement confers on the User only certain usage rights to the Product. All other rights are reserved by the Manufacturer. Provided applicable law notwithstanding this limitation does not grant the User further rights, the User can use the Product only in the manner expressly permitted in this agreement. At the same time, the User must comply with any technical limitations in the Product, allowing its use only in certain ways.

2.2 ALVAO is a registered trademark of the Manufacturer in the States of the European Union, the United States and other countries.

## 3 Product testing

- 3.1 The User is entitled for the purpose of trying out the Product to install and use the Product without activation for a period of 40 days from installation.
- 3.2 After the expiry of this period of time they are required either to activate the Product, or to uninstall all its components from all their computers.

## 4 Activation key

- 4.1 The Activation key is provided to the User exclusively by the Manufacturer.
- 4.2 The Activation key becomes active on the date of its issue.
- 4.3 The Activation key can be issued with unlimited time-validity (the "Time-unlimited activation key") or its validity may be restricted by a date of expiry (the "Time-limited activation key").
- 4.4 The Activation key is issued to a specific organization, which is the User of the Product, and for a maximum number of licenses "Resolver based" and for a maximum number of licenses "User based", for the User's staff who work with the Product. The User's staff-member gets a "Resolver based" license, provided at least one of these conditions is met:
  - 4.4.1 s/he is a member of the resolution team (i.e. in a system role of: Operator, Solver, Special investigator or Manager) of a service open to anonymous requests (i.e., the service allows for the system user Guest);
  - 4.4.2 s/he is a member of the resolution team for a service, which has active the option "Request a Resolver based license".The User's staff-member gets a "User based" license, provided all the following conditions are met:
  - 4.4.3 s/he is not using a "Resolver based" license;
  - 4.4.4 s/he is a member of the resolution team or in the system role of user, of a service, in which anonymous requests are not permitted (i.e., the service does not allow for the system user Guest).
- 4.5 Modules can have their own Activation keys. These keys can be issued for a different number of licenses than stated in the previous Article 4.4.

## 5 New product releases

- 5.1 A Time-limited activation key entitles the User to always use the latest version of the Product as released by the Manufacturer during the validity of the Activation key.
- 5.2 A Time-unlimited activation key entitles the User to always use the without a time limit the versions of the Product as released by the Manufacturer during a period of 365 days from the validity start date of the Activation key. After a period of 365 days, the User loses the right to use new Product versions released after this time.

## 6 Assignment of license to use the product

- 6.1 A User who has been issued an Activation key may assign their license to use the Product to another body, subject to notifying the Manufacturer of it in writing in advance.
- 6.2 The notification must be signed by a person authorized to act on behalf of the User.
- 6.3 The notice must state the new licensee including contact persons.

## 7 Other provisions

- 7.1 The Activation key entitles the User to run only one Production version and two test environments.
- 7.2 The User is entitled to make a copy of the installation media for archival purposes.
- 7.3 The User is entitled to use the Product only within their organization.
- 7.4 After the expiry of the Activation key the User is required either to reactivate the Product with a new Activation key, or to uninstall all its components from all their computers.
- 7.5 The User shall not rent, lease or lend any license.
- 7.6 The User undertakes to use the Product so as to avoid infringing or endangering the Manufacturer's copyright.
- 7.7 Each User staff member has a unique User account logged in the Product. Account pooling (multiplexing). i.e. several User staff members accessing the Product under a common access account is not allowed. Also considered to be unauthorized multiplexing is a situation where User staff who do not work directly with the Product are entered or logged in the system role of Requester or requests are made on their behalf. The scope of the Activation key must cover all User situations so as to avoid multiplexing usage of the Product. Multiplexing is considered to be a material breach of the license agreement.
- 7.8 The Product modules are independent parts that enhance the Product with new specific functionality. The User is entitled to use with the Product only the modules and additions they have themselves purchased.

## 8 Internet services

- 8.1 The Manufacturer provides Internet services with the Product. These services they may at any time amend or repeal.
- 8.2 Consent for Internet-based or wireless services. The Product may connect to wireless Internet services. Using the Product is subject to the User consenting to the transfer of standard device information (including, inter alia, technical information about the device, system, application software and peripheral devices) via the Internet or wireless service. If any other conditions apply to the use of services, these other conditions shall also be applicable to the User.

- 8.3 Abuse of Internet services. The User shall not use the Internet services in any manner that could damage or impair the usability of the Internet or wireless network for other Users. The User shall not use the service to try to gain unauthorized access to any service, data, account or network by any means whatever.
- 8.4 The User may, in connection with using the Product arise, incur fees for Internet access, data transmission and other services according to the terms of the User's data service plan, or any other agreements with the network operator. The responsibility for all network operator fees and charges shall be borne by the User.

## 9 Feedback

- 9.1 If the User provides their view on the Product to the Manufacturer, they are giving the Manufacturer free right to use, share, and commercially exploit this view, in any manner and for any purpose. This right remains in force even after the termination of this agreement.

## 10 Limited Warranty

- 10.1 The Manufacturer warrants that the Product will conform substantially to working as described in the User documentation. The Manufacturer does not warrant that the Product will function without interruption and that it is without error. The User takes note that this Product is not designed or licensed for use in hazardous environments, including and non-exclusive to the operation of nuclear facilities, aircraft navigation systems, air traffic control systems, life support systems, weapons systems, and any other environment where physical injury or death could result from a failure or inability to use the Product.
- 10.2 The limited warranty provides for a period of validity of an Activation key, but not exceeding 365 days from the beginning of the validity of the Activation key. If, during the validity of the Activation key you obtain updates, or new versions of the Product, the limited warranty extends to them, but only for the remainder of this 365-day period. Assigning the licence does not extend the limited warranty. This limited warranty does not cover issues caused by the User or arising in connection with the User failing to comply with the Manufacturer's instructions, nor problems caused by events beyond the Manufacturer's reasonable control.
- 10.3 The Manufacturer makes no other express warranties, guarantees or conditions. The Manufacturer disclaims any and all implied warranties and conditions, including implied warranties of merchantability, fitness for a particular purpose, nor non-infringement. If the local laws do not allow the exclusion of implied warranties by the Manufacturer, any implied warranties, guarantees or conditions shall apply only for the duration of the limited warranty and are limited to the maximum extent permitted by local laws. If local laws require irrespective of this agreement a longer period of the limited warranty, this longer period shall apply, but the User can only use the remedies allowed for in this agreement.

- 10.4 If the Manufacturer breaches their limited warranty, then they shall, at their sole discretion and free of charge, either repair or replace the Product, or accept a return of the Product refunding the amount paid. The Manufacturer shall also repair or restore any updates or a new version of the Product. These are the only remedies for a breach of the limited warranty. In case of a justified claim for damages compensation from the Manufacturer, the User shall be entitled to only direct damages up to the amount paid for the Product.
- 10.5 Except for the repair, replacement or refund the Manufacturer can provide, the User is not entitled under this limited warranty nor any part of this agreement nor on any legal basis to any compensation for damages or other remedy, including loss of profit or direct, consequential, special, indirect or incidental damages. The damage exclusions and limitation of remedies in this agreement shall also apply in the case where the repair, replacement, or refund does not fully compensate all losses; whether or not the Manufacturer knew or should have known of the possibility of such damage, or if the rectification fails to fulfil its essential purpose. Inasmuch as some States and countries do not allow the exclusion or limitation of consequential, incidental or other damages, these limitations and exclusions may not apply to the User. If local laws allow the User to claim from the Manufacturer for damages, despite this being disallowed by this agreement, the User cannot recover a sum in excess of the amount they paid for the Product.