

License Terms

ALVAO Service Desk 26

These License Terms, issued by ALVAO s.r.o., with registered office address: Hlohová 10, 591 01 Žďár nad Sázavou, Czech Republic, Co. ID: 25561561 ("**ALVAO**"), modify the terms of use of the software product ALVAO Service Desk 26 (the "**Product**"). These License Terms also apply to all: modules, additions, updates, internet services for this Product, unless other terms and conditions are supplied with these items. If so, these other terms and conditions shall apply.

By installing or using the Product, the User accepts these License Terms in their entirety and without any reservations. By accepting these License Terms, a license agreement is entered into between the User (or the person for whom the User acts) and ALVAO, regulating the terms of use of the Product, the content of which is determined by these License Terms. This method of concluding a license agreement applies only if a special contract regulating the use of the Product has not been entered into between ALVAO and the User (or the person for whom the User acts). However, this does not preclude these License Terms from being part of such a specific contract as its annex, if this specific contract so provides.

1 Definitions of terms

- 1.1 In these License Terms, the following concepts and expressions are understood as follows, unless the context requires otherwise:

"**Activation Key**" is a character code required to activate the Product.

"**Product activation**" means bringing the Product into operation by entering the Activation Key.

"**Maintenance**" means Product maintenance services provided by ALVAO, where separately agreed by the User, to the extent set out in the relevant order, contract, or Maintenance terms. Unless expressly agreed otherwise, Maintenance is not part of the license to the Product itself.

"**User**" is the entity that uses the Product or installed it on the computer (or the person for whom the User acts in this way).

2 Intellectual property rights and ownership

- 2.1 ALVAO 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. Under these License Terms, the Product is not sold (the rights to it are not handed over), only a non-exclusive license to use it is granted. All other rights expressly not granted to the User by these License Terms are reserved by ALVAO. If the applicable law does not grant the User more rights regardless of these limitations, the User may only use the Product in the manner expressly permitted in these License Terms. At the same time, the User must comply with any technical limitations in the Product, allowing its use only in certain ways.
- 2.2 The “ALVAO” mark is a registered trademark of ALVAO s.r.o. in the European Union member states and other countries.

3 Product testing

- 3.1 The User is entitled to install and use the Product free of charge for the purpose of testing the Product without activating it for forty (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.
- 3.3 Until the Product is Activated, any guarantees and warranties of ALVAO in relation to the Product are entirely excluded; the Limited Warranty under these License Terms shall not apply prior to Product activation. To the maximum extent permitted by applicable law, ALVAO's liability for any damages incurred in connection with the use of the Product prior to its Activation is also excluded.

4 Activation Key

- 4.1 The Activation Key is provided to the User exclusively by ALVAO, typically upon payment of the agreed price.
- 4.2 The Activation Key becomes active on the date of its issue.
- 4.3 The Activation Key may be issued with unlimited validity (hereinafter referred to as the “**Time-unlimited Activation Key**”) or its validity may be limited by the expiry date (hereinafter referred to as the “**Time-limited Activation Key**”).
- 4.4 The Activation Key is issued for the specific entity that is a user of the Product and for a certain maximum number of licenses “**Per Solver Licenses**” and for a certain maximum number of licenses “**Per User Licenses**”, for the employees of the User who work with the Product. The Product is authorized to be used solely by the entity to whom the Activation Key has been issued; the transfer of the license to another entity is possible by the procedure set out in these License Terms.

The User's employee draws (uses) the "**Per-Solver License**" if at least one of the following conditions is met:

- (i) 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);
- (ii) s/he is a member of the resolution team for a service, which has active the option "**Request a Per-Solver License**".

The User's employee draws on (uses) the "**Per-User License**" if all of the following conditions are met:

- (iii) s/he does not use the "**Per-Solver License**";
- (iv) s/he is a member of the resolution team or in the system role of Requestor 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 may be issued for numbers of licenses other than those stated in the Activation Key for the Product.
- 4.6 Unless expressly agreed otherwise, Activation Keys (licenses) are provided for a fee, the extent of which is agreed separately by the parties (e.g. in the form of an accepted order).

5 License Term and Product Updates

- 5.1 The User's Time-limited Activation Key entitles the User to use the Product for the duration of the Activation Key, any version of the Product released by ALVAO at any time during the Activation Key validity period.
- 5.2 The User's Time-unlimited Activation Key entitles the User to use the Product indefinitely, which applies to any version of the Product released by ALVAO within 365 days of the Activation Key's effective date. After a period of 365 days, the User loses the right to use new Product versions released after this time.
- 5.3 The User expressly agrees that ALVAO is only responsible for ensuring that the Product is free from defects at the time of provision of the Activation Key and that ALVAO will not provide any updates to the Product unless the User has secured Maintenance services from ALVAO, even such updates as are necessary to keep the Product free from defects. To the maximum extent permitted by applicable law, the application of any statutory rules that would impose on ALVAO liability for the conformity of the Product throughout the duration of the obligation, the obligation to provide updates necessary to keep the Product free from defects without agreed Maintenance services, or any other obligations of maintenance, repair, or ensuring the ongoing fault-free operation of the Product after the provision of the Activation Key, is excluded.

- 5.4 If ALVAO provides the User with Product updates as part of the Maintenance services, ALVAO shall not be liable for defects in the Product caused by the User's failure to implement the Product updates made available or notified by ALVAO within a reasonable period of time after such availability or notification, to implement them properly or to implement them at all.
- 5.5 ALVAO strongly recommends always using the latest version of the Product. Any warranties and guarantees set forth in these License Terms apply only to using the latest version of the Product.

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 entity, provided they notify ALVAO 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 Conditions of Product Use

- 7.1 The User is entitled to use the Product for the purpose for which it is intended and in accordance with its functions and the User Documentation available on ALVAO's website (currently at the following <https://doc.alvao.com>) ("**User Documentation**").
- 7.2 The User declares that prior to the installation of the Product, the User has been informed by ALVAO in a clear and comprehensible manner about the necessary hardware, software and network connection for the operation of the Product in accordance with these License Terms.
- 7.3 The Activation Key entitles the User to run only one production version and two Product test environments.
- 7.4 The User is entitled to use the Product only within their organization.
- 7.5 Upon expiry of the Activation Key, the User is obligated to either reactivate the Product with a new Activation Key or uninstall all its components from all computers and refrain from further use of the Product.
- 7.6 The User may not rent, assign, lease or loan out the Product license, nor sub-license it.
- 7.7 The User undertakes to use the Product so as to avoid infringing or endangering ALVAO's copyright.
- 7.8 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 these License Terms.

- 7.9 The Product modules and additions 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 purchased.
- 7.10 The User is not entitled to obtain or try to obtain the source code of the Product in any way.
- 7.11 The User is not entitled to make accessible (by any means) the features of the Product that are prevented from being used in the source code of the provided version of the Product (i.e. the features hidden in the supplied version of the Product).
- 7.12 The User is not entitled (nor shall allow a third party) to translate, process, modify or otherwise modify the Product.
- 7.13 The User is not entitled to use the Product beyond the scope set out in these License Terms. ALVAO is entitled to make reasonable checks on whether the User is using the Product in accordance with the specified conditions and limits. In particular, for this purpose and for Product improvement ALVAO shall be entitled to collect data on the extent and frequency of Product use by the User. This data includes information on the extent and frequency of use of the various parts of the Product and error messages. The data collected does not include the content of specific data created by the User in the Product. If the data collected contains personal data, ALVAO processes it in accordance with applicable personal data protection laws and the relevant contractual documentation between the parties. Upon ALVAO's request the User shall promptly provide any assistance necessary to monitor compliance with the Product use license terms, in particular, but not restricted to providing ALVAO with their activity logs.
- 7.14 The User shall ensure that its hardware, software and network connection comply with the relevant specifications and requirements provided by ALVAO prior to installation of the Product.
- 7.15 The User shall notify ALVAO of any defects in the Product without undue delay after becoming aware of them. If, in the course of using the Product, a defect is found in the Product, the User shall provide ALVAO with the necessary assistance, to the extent reasonably requested, to verify that the defect in the Product was not caused by improper technical or software equipment of the User or the User's network connection. The User acknowledges that if the User refuses to provide ALVAO with the cooperation as set forth in the preceding sentence, the burden of proof as to the existence of a Product defect shall shift to the User.
- 7.16 Compliance with Trade Laws. The Product, Maintenance, software, technology and services of ALVAO related to the Product ("**Items**") may be subject to U.S. and other countries' export jurisdictions. The User must comply with all laws and regulations applicable to the import or export of the Items, including, without limitation, trade laws of the U.S., EU and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the

EU Dual Use Regulation 2021/821, and/or other end-user, end-use and destination restrictions ("**Trade Laws**"). The User will not take any action that causes ALVAO to violate applicable Trade Laws. The User remains responsible for compliance with this clause.

8 Internet services

- 8.1 ALVAO may provide internet services with the Product. These services may at any time be amended or repealed.
- 8.2 The use of these services is subject to the User's consent to the transmission of standard device information (including, but not limited to, technical information about the device, system, application software and peripherals) for internet services. If any other conditions apply to the use of services, these other conditions shall also be applicable to the User.
- 8.3 The User shall not use the internet services in any manner that could damage or impair their use by 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, incur fees for internet services, 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.
- 8.5 Any guarantees and warranties of ALVAO in relation to internet services are completely excluded; the Limited Warranty under these License Terms shall not apply to those services. At the same time, to the maximum extent permitted by applicable law, ALVAO's liability for any damages incurred in connection with the use of internet services is excluded.

9 Feedback

- 9.1 If the User provides their feedback views on the Product to ALVAO, they are giving ALVAO free rights to use, share, and commercially exploit these views in any manner and for any purpose. These rights remain in force even after the termination of the license to the Product.

10 Limited Warranty

- 10.1 ALVAO warrants that the Product will conform substantially to working as described in the User Documentation. ALVAO does not warrant that the Product will function without interruption and that it is without error. The User acknowledges that the Product is not intended or licensed for use in risky 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 is granted for the duration of the Activation Key, but for a maximum period of 365 days from the effective date of the Activation Key. If an update or a new version of the Product is provided to the User during the Activation Key period, they are provided with a Limited Warranty, but only for the remainder of the specified 365-day period. Converting the license 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 ALVAO's instructions, nor problems caused by events beyond ALVAO's reasonable control.
- 10.3 ALVAO MAKES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. ALVAO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NOR NON-INFRINGEMENT. IF THE APPLICABLE LEGISLATION DOES NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES BY ALVAO, ALL IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS SHALL APPLY ONLY FOR THE DURATION OF THE LIMITED WARRANTY AND SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IF APPLICABLE LAW REQUIRES A LONGER LIMITED WARRANTY PERIOD REGARDLESS OF THESE LICENSE TERMS, THIS LONGER PERIOD WILL APPLY, BUT THE USER MAY ONLY MAKE USE OF THE REMEDIES PERMITTED IN THESE LICENSE TERMS.
- 10.4 If ALVAO violates their Limited Warranty, then at their discretion they shall: repair or replace the Product free of charge, or accept the return of the Product and replace a pro rata portion of the paid price of the Product. These are the only remedies for a breach of the Limited Warranty.
- 10.5 With the exception of the remedies for breach of the Limited Warranty expressly set out in these License Terms the User is not entitled to any compensation for damages, including loss of profit or direct, consequential, special, indirect or accidental damages. This exclusion of liability for damages also applies where the repair, replacement or monetary compensation does not constitute full compensation for all losses where ALVAO knew or should have known about the possibility of such harm or if the remedy fails to fulfil its essential purpose. If the relevant legislation allows the User to make a claim for compensation with ALVAO despite the stated exclusion of liability, the compensation for any damage cannot exceed the amount paid by the User for the Product.

11 Final Provisions

- 11.1 If the User violates any of the provisions of these License Terms, in particular the Conditions of Product Use, ALVAO is entitled to terminate the license granted under

these License Terms with immediate effect. In this case, the license expires at the moment of delivery of the notice to the User and the User is obligated to uninstall all components of the Product from all computers and refrain from further use of the Product.

- 11.2 These License Terms and all agreements entered into on their basis, including rights and obligations arising out of or relating to them, are governed by the law of the Czech Republic, regardless of the provisions regarding the choice of law.