

# License Terms for the software Product ALVAO Service Desk 26

These License Terms, issued by ALVAO s.r.o., with registered office address: Hlohová 10, 591 Žďár nad Sázavou, Czech Republic, Co. ID: 25561561 ("Developer"), modify the terms of use of the above software product (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 the Developer, 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 the Developer 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:

Product activation	Bringing 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	The 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 The Developer 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 the Developer. 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 ALVAO is a registered trademark of the Developer 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 warranties and warranties of the Developer in relation to the Product are completely (Article 10 does not apply). At the same time, to the maximum extent permitted by applicable law, the Developer's liability for any damages incurred in connection with the use of the Product prior to its Activation is excluded.

## 4 Activation Key

- 4.1 The Activation Key is provided to the User exclusively by the Developer, 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 (transfer to another entity is possible in accordance with the procedure referred to in Article 6 of these License Terms). The User's employee draws (uses) the "Per-Solver License" if at least one of the following 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 Per-Solver License".

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

4.4.3 s/he does not use the "Per-Solver License";

4.4.4 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 a number of licences other than those referred to in the previous clause 4.4.

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 New Product releases

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 the Developer 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 the Developer 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 the Manufacturer is only responsible for ensuring that the Product is free from defects at the time of provision of the Activation Key and that the Manufacturer will not provide any updates to the Product unless the User has secured Maintenance services from the Manufacturer, even such updates as are necessary to keep the Product free from defects.

5.4 If the Manufacturer provides the User with Product updates as part of the Maintenance services, the Manufacturer shall not be liable for defects in the Product caused by the User's failure to implement the Product updates notified by the Manufacturer within a reasonable period of time after notification, to implement them properly or to implement them at all.

5.5 The Developer 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 the Developer 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 – Conditions of 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 the Supplier'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 the Developer 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 sub-let, assign, lease or loan out the Product license nor to sub-license it.
- 7.7 The User undertakes to use the Product so as to avoid infringing or endangering the Developer'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 the license agreement.
- 7.9 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.

- 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. The Developer 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 the Developer shall be entitled to collect data on the extent and frequency of Product use by the User, which data includes information on the extent and frequency of use of the various parts of the Product and related error messages and excludes specific User-generated, personal and sensitive data. Upon the Developer'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 the Developer 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 the Developer prior to installation of the Product.
- 7.15 The User shall notify the Developer 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 the Developer 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 the Developer 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.

## 8 Internet Services

- 8.1 The Developer 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 or wireless 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 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, 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.
- 8.5 Any guarantees and warranties of the Developer in relation to Internet services are completely excluded and Article 10 does not apply in relation to those services). At the same time, to the maximum extent permitted by applicable law, the Developer'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 the Developer, they are giving the Developer free rights to use, share, and commercially exploit these views in any manner and for any purpose. This right remains in force even after the termination of this Contract.

## 10 Limited Warranty

- 10.1 The Developer warrants that the Product will conform substantially to working as described in the User Documentation. The Developer 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 provided for in clause 10.1 is granted for the duration of the Activation Key, but for a maximum period of 365 days from the beginning of the validity 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 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 Developer's instructions, nor problems caused by events beyond the Developer's reasonable control.
- 10.3 The Developer makes no other express warranties, guarantees or conditions. The Developer 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 the Developer, 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 the Developer 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 claims referred to in clause 10.4 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 the Developer 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 the Developer 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 Terms of Use of the Product pursuant to Article 7, the Developer 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.