

# License terms for the software product ALVAO Service Desk 10.0

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, 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.

## Definition of terms

### 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., Co. ID: 25561561

## Intellectual property rights and ownership

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

## Product testing

- a) 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.
- b) 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.

## Activation key

- a) The activation key is provided to the user exclusively by the Manufacturer.
- b) The activation key becomes active on the date of its issue.
- c) The activation key can be issued with unlimited time-validity (**time-unlimited activation key**) or its validity may be restricted by a date of expiry (**time-limited activation key**).
- d) 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:

- I. s/he is a member of the resolution team (i.e. in a system role of: Operator, Solver, Extraordinary 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 Resolver based license".

The user's staff-member gets a "**User based**" license, provided all the following conditions are met:

- I. s/he is not using a "Resolver based" license;
- II. 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).

## New product releases

- a) 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.
- b) A time-unlimited activation key entitles the user to always use 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.

## Assignment of license to use the product

- a) 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.
- b) The notification must be signed by a person authorized to act on behalf of the user.
- c) The notice must state the new licensee including contact persons.

## Other provisions

- a) The activation key entitles the user to run only one production version and two test environments.
- b) The user is entitled to make a copy of the installation media for archival purposes.
- c) The user is entitled to use the product only within their organization.
- d) 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.
- e) The user shall not rent, lease or lend any license.
- f) The user undertakes to use the product so as to avoid infringing or endangering the Manufacturer's copyright.
- g) 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.

- h) The product modules are independent parts that enhance the product with specific functionality. The user is entitled to use with the product only the modules they have themselves purchased.

## Internet services

- a) The Manufacturer provides Internet services with the product. These services they may at any time amend or repeal.
- b) 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.
- c) 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.
- d) 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.

## Feedback

- a) 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.

## Warranties

- a) Exclusion of warranties. The Manufacturer warrants that the functionality of the product during the validity of the activation key matches in its essential features the functionality listed in the user documentation. The Manufacturer does not warrant that the product will function without interruption and that it is without error. The stated warranty is the sole warranty provided in lieu of all other warranties express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In the event of a justified claim in the above sense the Manufacturer is bound either to replace the product or return the paid license fee, at their own discretion.
- b) Hazardous environment. 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. The Manufacturer and their business partner hereby disclaim all express or implied warranties and responsibility for use of the product in such environments.

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## Limitation of liability

- a) Neither the Manufacturer nor their business partner shall be liable for any consequential, incidental or special damages, including loss of profits, business interruption, or loss of data, arising out of the use or inability to use this product, even if the Manufacturer has been informed of the possibility of causing such damage. The responsibility for possible damage caused by the use or impossibility of use of this product is with the consent of the user under this Contract covered by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, Act No. 121/2000 Coll. on copyright, rights related to copyright or other applicable laws of the Czech Republic. For the eventuality of any damages for which the responsibility would fall to the Manufacturer and who would then be obliged to pay damages, as well as for the case where the jurisdiction of any State would not permit the avoidance or limiting of damages in advance, the contractual penalty is set by agreement in the amount of five (5) Euro, as the damage caused basis, such that this contractual penalty in itself already includes flat-rate damages.