

# License Agreement

This License Agreement specifies Link rules for the installation and use of **ALVAO Help Desk** (hereinafter referred to as the **Product**). By installing the Product or any part of it on a computer, you agree to accept this License Agreement in its full extent.

## Definition of Terms Used

### Product Activation

Refers to using the product by entering the activation key.

### Activation Key

The Activation Key is a sequence of characters required to activate the Product.

### User

A User is an entity who uses the Product or who has installed the Product in a Computer.

### Manufacturer

Product Manufacturer: ALVAO s.r.o., Reg. No.: 25561561

## Trial Period

- a) The User is entitled to install and use the Product for testing purposes without activating the Product for the period of 40 days following the Product installation.
- b) Once this period has expired, the User is obliged either to activate the Product, or to uninstall the Product and all components thereof from all Computers.

## Activation Key

- a) The Manufacturer is the only entity entitled to provide the User with the Activation Key.
- b) The Activation Key becomes valid on the day on which it was issued.
- c) The Activation Key can be issued for an unlimited period of time (**open-ended Activation Key**), or the Activation Key may be limited with an expiration date (**temporary Activation Key**).
- d) The Activation Key is issued for a specific organization, the User of the Product, and for a specific maximum number of access accounts for the User's Employees working with the Product in the following system roles: Requester, Operator, Solver, and Manager. There are two types of the Activation Key:
  - I. "Per solver". This Activation Key type specifies the maximum number of access accounts for the User's Employees working with the Product in the following roles: Operator, Solver, and Manager. The number of accounts for Employees working with the Product in the "Requester" role is not limited. This Activation Key type also allows users to use the special "Guest" access account.

- II. "Per user". This Activation Key type specifies the maximum number of access accounts for the User's Employees working with the Product in the following roles: Requester, Operator, Solver, and Manager. This Activation Key type does not allow users to use the special "Guest" access account.

## **New Product Version**

- a) The temporary Activation Key entitles the User to always use the latest version of the Product released by the Manufacturer for the entire duration of the Activation Key.
- b) The open-ended Activation Key entitles the User to use the latest versions of the Product for an unlimited amount of time released by the Manufacturer within 365 days from the day on which the Activation Key became valid. Once 365 days have elapsed, the User shall no longer be entitled to use new Product versions released after this period.

## **License Transferability**

- a) The User to whom the Activation Key has been issued may transfer his/her License to another entity, provided that he/she notifies the Manufacturer in writing prior to the License transfer.
- b) This written notification must be signed by a person authorized to act on behalf of the User.
- c) The notification must include the specification of the acquiring entity, including contact persons.

## **Other Terms and Conditions**

- a) The Activation Key entitles the User to run a single production version and two test environments.
- b) The User is entitled to create copies of the installation media for archiving purposes.
- c) The User is entitled to use the Product within his/her Organization only.
- d) Upon the Activation Key expiration, the User is bound to re-activate the Product with a new Activation Key, or to uninstall the Product including all its components from all computers.
- e) The User may not lend, lease or provide the License to Third Parties by any other means.
- f) The User is bound to use the Product in such a way that the Manufacturer's copyrights are not violated or jeopardized.
- g) Each Employee of the User has a unique account within the Product. Multiplexing access accounts, i.e. pooling multiple Employees under a single access account, is not allowed. Unauthorized multiplexing also includes situations where the User's Employees do not work with the Product directly and are registered under the Product and/or use the Requester role in the Product and/or other Users create Requests on the behalf of such unregistered users. The Activation Key shall cover all scenarios of the User to prevent violation of this "Non-Multiplexing" clause. Any case of multiplexing shall be considered to violate the License Agreement.
- h) The use of the Product is limited to the scope of a single service, i.e. a single Queue of Requests.
- i) Product Modules are standalone parts which expand the Products with new, specific functionalities. The User is entitled to use only those Modules with the Product which he has purchased.

## **Disclaimer**

- a) The Manufacturer herewith declares that he is the exclusive owner of all rights associated with the Product, especially copyrights and rights of ownership, and that he is entitled to distribute Licenses to Users. The Manufacturer grants Users non-exclusive right to use the Product License.

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## Warranty Terms and Conditions

- a) **Warranty Exclusions.** The Manufacturer guarantees that the functionality of the Product for the duration of the valid Activation Key meets essentially the functionalities provided in the User Documentation. The Manufacturer does not guarantee that the Product will function flawlessly or without interruption. This warranty is the single warranty provided instead of all other warranties, explicit or implied, business aptitude warranty and suitability for certain purposes warranty. In the case of a justified complaint within the meaning of the above terms and conditions, the Manufacturer shall be bound to replace the product or return the paid amount of the License Fee.
- b) **Hazardous Environments.** You hereby acknowledge that the Product is not intended or licensed for use in hazardous environments, including, but not limited to, nuclear plants, airborne navigation systems, air traffic control, life support systems, weapon systems or in any other systems which may cause bodily injury or death due to Product failure or the impossibility to use the Product. The Manufacturer and the Manufacturer's Trading Partner hereby disclaim any explicit and implicit warranties and responsibilities arising from using the Product in these environments.

## Limitation of Liability

- a) The Manufacturer or the Manufacturer's Trading Partner shall not be held liable for any consequential, accidental or special damage, including, but not limited to, loss of profit, interruption of business or loss of data due to the impossibility to use this Product, even if the Manufacturer is informed that the Product may cause such damage. The liability for any damage caused by this Product and/or the impossibility to use this Product shall be governed by the Commercial Code of the Czech Republic, to which you express your consent by agreeing to this License Agreement. If any damage is caused for which the Manufacturer could be held liable, or if the jurisdiction of any country does not allow to exclude or limit the liability for damage, a contractual fine shall be hereby stipulated amounting to one hundred Czech Crowns. This contractual fine already includes a lump-sum compensation for any damage incurred.