

End-User Licence Agreement

A. Introductory Provisions

- I. This End-User Licence Agreement (hereinafter “**EULA**”) governs the general conditions of use of the product developed by **TESCO SW a.s.**, Business ID: 258 92 533, VATIN: CZ699000785, with its registered office at tř. Kosmonautů 1288/1, Hodolany, CZ-77900 Olomouc, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B/2530 (hereinafter the “**Company**”), and made available for use by the End User to exercise the right to use the product, including the conditions for the use of the updates and upgrades that replace or complement the product, unless they are made available to the End User on the basis of a separate licence or sublicense under other conditions of use.
- II. Unless agreed otherwise, agreement of the End User to the conditions of EULA shall be an inseparable part of the right to use the Company’s product. It shall be deemed that the End User agrees to the conditions of EULA and undertakes to conform to them upon concluding a contract with the Partner, based on which a sublicense to use the product is granted to the End User, or upon starting to use the product and/or its update or upgrade, in any manner, within the extent of the licence provided by the Company. In case the End User does not agree to the conditions of EULA, the End User shall not be entitled to use the product and/or its update or upgrade based on licence or sublicense granted.
- III. The scope of EULA or a part thereof may be suspended or limited in relation to a specific End User exclusively by a written agreement by and between the Company or Partner, if explicitly consented to do so by the Company, and the End User.
- IV. In case of divergent contractual arrangements between the Company or Partner, if explicitly consented to accept them by the Company, and the End User with EULA, the contractual arrangements shall prevail over the provisions contained in EULA.
- V. The End User acknowledges that by installing or disclosing the product update or upgrade, the initial version of EULA shall always be replaced by any eventual new, currently applicable version, while the currently applicable version of EULA is always made available on the Company’s website. In case the End User does not agree to the new, currently applicable version of EULA, the End User shall refrain from any further use of the product.

B. Definition of Terms and Abbreviations

The following terms are defined for the purposes of EULA.

Copyright Act

Act No. 121/2000 Coll., on copyright and rights related to copyright and on amendment to certain acts, as amended

End User’s data

data entered by the End User to the interface of the Company’s product

End User’s IT environment

any and all hardware (HW) and software (SW) owned by the End User or used by the End User; this may include, in particular, workstation HW, operating systems, web

browsers and other third-party applications and information systems, etc., passive and active data infrastructure

End User

an entity which acquired a right to use the Company’s product on the basis of a licence granted by the Company or a sublicense granted by the Partner

licence

a permission to use the Company’s product; the subject of the licence is the scope of use the Company’s product, or other conditions of use of the product

availability date

a date on which the End User acquires the licence or sublicense to use the product, or a date on which the End User is allowed to use the Company’s product or its update or upgrade

Partner

an entity which is entitled under a contractual relationship with the Company to sublicense the use of the product to the End User, or make the product available to the End User, or which is entitled to mediate the provision of a licence to the End User from the Company, or to provide services related to the product

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an authorisation of the End User to use the Company’s product derived from the licence of the Partner who is entitled under a contractual relationship with the Company to allow the use, in whole or in part, of the product by the End User within the scope of the licence granted (i.e., grant the End User a sublicense)

product

software or application or information system or cloud service of the Company which is made available to the End User by the Company or the Partner, to the extent, under the terms and in the manner set forth in the licence or sublicense granted and EULA currently in effect; the product and its individual parts (modules, editions, etc.) and documentation are considered a copyrighted work within the meaning of the Copyright Act

update

provision of a higher version of the product which usually changes some of its functionalities, for instance, due to changes in the legislation

upgrade

replacement of the product by a newer version, addition of accessories or additional components to the product that constitute a significant change or substantial improvement to the product

Company website

www.tescosw.cz

C. Terms of Use of the Company’s Product; Rights and Obligations of the End User

- I. The Company hereby declares that it is, within the meaning of the Copyright Act, the holder of all proprietary rights in the product, the use of which is made available to the End

User on the basis and within the scope of the licence or sublicense granted.

- II. When using the product, the End User shall respect any and all intellectual property rights of the Company and protect the Company's know-how and trade secrets, as well as any and all information the Company identifies as confidential, with which the End User comes into contact in connection with the use of the product.
- III. On the basis of the licence or sublicense, the End User shall always acquire only a non-exclusive authorisation to exercise the right to use the product, and only on the territory of the Czech Republic, unless agreed otherwise in writing.
- IV. Unless agreed otherwise in writing, the licence or sublicense to the product shall be granted to the End User for a fee, for a period of time specified in the scope of the licence or sublicense, or, if not specified, for the duration of copyright ownership rights. Any sublicense granted to the End User shall always terminate upon termination of the licence granted by the Company to the Partner who granted the sublicense to the End User.
- V. The range of uses available to the End User in relation to the product, or the quantitative restriction of the right to use the product, shall be governed by the conditions agreed under contractual arrangements which serve as a basis for granting the End User the licence or sublicense or which serve as a basis for making the product available to the End User. In case such conditions are not arranged, the range of uses of the product, or the quantitative restriction, shall be based on the purpose of making the product available to the End User, and unless agreed otherwise, the End User shall only be entitled to use the product for its own internal purposes.
- VI. Unless agreed otherwise in writing, or unless exempted under the Copyright Act, the End User shall not be entitled to disclose the product or any part thereof (including its documentation) to the public, to reproduce, modify, adapt, process (including translation) or otherwise alter the product, combine with another work, incorporate into a collective work or create a derivative work from the product, or reverse engineer or decompile the source code. The End User shall prevent any third parties from performing any of the aforementioned.
- VII. The End User shall not be entitled to provide the authorisation inherent to the licence or sublicense, in whole or in part, to any third party (i.e., shall not be entitled to grant sublicences), nor assign the licence or sublicense granted.
- VIII. The End User shall not, unless agreed otherwise in writing, be entitled to require source codes of the product or parts thereof from the Company.
- IX. The End User shall not be required to factually use the product within the scope of the authorisations obtained on the basis of the licence or sublicense granted.
- X. The End User shall inform its employees and/or persons carrying out activities for it, who are entitled to factually use the Company's product, about the conditions of EULA as amended and ensure they are complied with.
- XI. The End User shall only be entitled to provide technical support for the product on the basis of a service contract concluded for the product. The service contract for the product may be concluded by and between the End User and the Company or Partner, if the Partner is entitled to do so on the basis of a contractual arrangement with the Company.
- XII. For the purpose of detecting product errors and making product improvement, the Company shall be entitled to require that the End User consents to the transmission and

collection of diagnostic data (esp. error logs and diagnostic messages), which may also contain personal data of natural persons within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; GDPR) and national regulations (such as the IP address, user name, location data, etc.). The End User shall have a right not to grant such a consent to the Company, or withdraw their previously granted consent at any time. In case personal data of natural persons are processed as part of the sending and collection of diagnostic data under this provision, the Company undertakes to comply with the terms and conditions specified in [Information on the Protection of Personal Data](#), available on the Company's website.

D. Consequences of Breach of EULA

- I. The Company shall be entitled to verify that there is no violation of the conditions of use of the product under EULA (hereinafter the "*Breach of EULA*"). If the Company considers that the End User is in breach of EULA, the Company shall be entitled to audit the End User's activities in relation to the product. This audit must be performed in a manner that minimises the impact on normal operational activities of the End User. The End User shall provide necessary assistance to the Company for the purpose of conducting a proper audit, especially follow the instructions of the Company and the auditors, including the obligation to secure the cooperation of other persons. In case the Breach of EULA is confirmed, any and all costs expended by the Company in relation to the audit performed under this provision shall be borne by the End User.
- II. The Company shall be entitled to require that the End User compensate any and all damages arising from the breach of the conditions of product use by the End User. The breach of the conditions of product use shall be use of the product in violation of the law and/or EULA and/or product documentation and/or conditions of the sublicense provided by the Partner, as well as conditions arranged with the Company outside EULA.
- III. In case of Breach of EULA by the End User, the Company shall be entitled to seek payment by the End User of a contractual penalty of CZK 10,000 (ten thousand Czech crowns) for each individual case of such breach. The Company's right to compensation for any damage caused by such breach shall not be affected and shall continue even after payment of the contractual penalty under this section.
- IV. The Breach of EULA by the End User shall be considered as a material breach of the conditions of the product use, due to which the End User shall lose the right to use the product and any part thereof, unless agreed otherwise in writing by and between the Company and the End User, until rectification the breach and payment of the contractual penalty, or until payment to the Company of the damages due to the Breach of EULA.

E. Responsibility of the Company

- I. The Company declares that the product has the characteristics specified in the Company's documentation made available to the End User together with or in relation to the product. Possible deficiencies in the declared characteristics and/or possible defects or errors of the product shall be addressed solely on the basis of the service contract concluded.

- II. Unless agreed otherwise in writing by and between the Company and the End User, the Company shall not bear any responsibility whatsoever for any damage to the End User caused by the product and shall not be responsible for failure to meet the declared characteristics of the product, as well as damage, loss, or destruction of the End User's data.
- III. The Company shall not be responsible for damages to the End User's IT infrastructure caused by improper use of the product; and/or intervention of a third party; and/or Force Majeure; and/or use of the product contrary to the documentation supplied with the product, conditions of EULA; and/or instructions given by the Partner or Company; and/or End User's intentional actions or negligence.
- IV. The Company shall not be responsible for any failure to interconnect the product with the End User's IT infrastructure, for instance, caused by inconsistency of the SW versions or incorrect configuration.
- V. If the Company detects a defect or error in the product is likely to cause damage or loss of the End User's data, damage or destruction of the End User's IT infrastructure, or which may lead to incorrect interpretation of the End User's data or mislead the End User, the Company shall immediately inform the End User about such a defect or error of the product. The obligation to inform the End User shall be complied with also in case the Company informs the Partner who provided sublicense to the product to the End User.

F. Final Dispositions

- I. This version of EULA valid as of 03.03.2025 cancels and replaces the version of EULA from 01.10.2024.
- II. The Company shall be entitled to unilaterally change or amend EULA, and shall publish the new, currently applicable version of EULA on the Company's website. The new version of EULA shall become effective on the date when an update or upgrade to the product is installed or made available to the existing End User, or on the date when the product or a part thereof is made available with to a new End User.
- III. If any provision of EULA is or becomes null, invalid, or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of EULA. The Company undertakes to replace any null, invalid, or unenforceable provision of EULA by a new provision the wording of which corresponds to the intention expressed in the original provision.
- IV. As regards matters not governed by EULA or by a written arrangement by and between the Company and the End User, legal relations related to the use of the Company's product by the End User shall be governed by generally applicable rules applicable in the Czech Republic's legal order.
- V. In case of dissolution of the End User, its legal successor shall only enter into the legal relationship establishing the right to use the product if this is expressly agreed in the contract with the Partner or in the case of an express consent of the Company that granted the licence to the original End User. In such a case, the obligation to comply with the EULA as amended shall also pass to the legal successor of the End User.

Information about the Company:

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registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B/2530

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