



Software License General Terms

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SOFTWARE LICENSE GENERAL TERMS

These Software License General Terms are a contractual document that becomes an integral part of Software License Agreements concluded with its customers by LOGIS a.s. U Nového světa 286, 744 01 Frenštát pod Radhoštěm, Czech Republic, ID No. 47681306, VAT No. CZ47681306, registered with the Regional Court in Ostrava under file number B 4325 (hereinafter also referred to as LOGIS).

I. Definitions

I.1. „Software License Specification“

The Software License Specification (hereinafter referred to as “Specification”) is a contractual document under which the specific parameters of the license to the software are agreed.

The Software License Specification identifies the Customer and defines the following two IDs of contractual documents:

- i. Specification ID
Specification ID serves to uniquely identify the Specification.
- ii. Agreement ID
Agreement ID serves to uniquely identify the Software License Agreement.

I.2. „Software License General Terms “

The Software License General Terms are a contractual document which, in accordance with Sections 1751 and 1752 (1) of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, are on the effective date of the Specification published at the URL address defined in the Specification.

I.3. „Software License Agreement“

The Software License Agreement (hereinafter referred to as “Agreement”) consists of the following contractual documents, which form its integral parts:

1. Software License General Terms
2. Software License Specification (one or more Specifications)

The Software License Agreement is identified by the Agreement ID stated in the header of the Specification.

A single Software License Agreement may include more than one Specification. In such a case, each Specification forming part of the same Agreement contains in its header the same Agreement ID.

Changes to the Software License General Terms within an existing Agreement may only occur in accordance with the Agreement or with a new agreement of the parties.

If LOGIS issues a new version of the Software License General Terms and publishes it at the URL address defined in the Specification, this does not automatically mean a change of the Software License Agreement. The history version of the Software License General Terms is available at www.logis.net/general-terms-history. Each release of the Software License General Terms is identified by its Release Date. This ensures that it is always possible to determine which edition of the Software License General Terms was referenced in the Specification on its effective date and, therefore, which edition applies to the specific Software License Agreement.

I.4. Effectiveness of the Agreement

If, prior to the effective date of the Specification, the Agreement (Agreement ID) has not yet become effective, it becomes effective on the effective date of the Specification.

I.5. "License Effective Date"

The License Effective Date is the date agreed in the Specification. It is the date from which the Customer is entitled to exercise the right of use of the software defined in the Specification under the Agreement.

I.6. „Product“

The term **“Product”** means a copy of a computer program comprising:

- a) the machine-readable object code of computer programs provided by LOGIS to the Customer in a contractually agreed manner (**“Software”**),
- b) user manuals, documentation, and any technical materials provided by the Licensor with the Software (**“Documentation”**),
- c) new releases of the Software or Documentation that the Customer may receive depending on specific contractual arrangements (**“Improvements”**).

I.7. "Release"

A Release is a completed and uniquely identified development stage of the software intended for further use.

I.8. "License"

License means the right to use the Software (Product or Products) or other rights relating to the Software granted by LOGIS to the Customer under this Agreement through the Software License Specification.

I.9. "Manufacturer"

“Manufacturer” means either LOGIS or another entity that has granted LOGIS the right to provide usage rights to such entity’s software products to third parties.

I.10. “Purpose of Use”**I.10.1. Product License for “Production Use”**

If a License is granted for “Production Use”, the Customer is entitled under such License to use the results of processing for the purposes of supporting the Customer’s administration and/or enterprise management.

I.10.2. Product License for “Non-Production Use”

If a License is granted for “Non-Production Use” (or if the License is not explicitly granted for Production Use), the Customer is not entitled under such License to use the results of processing for the purposes of supporting the Customer’s administration and/or enterprise management.

I.10.3. "Production Use" of the Product

A Product is considered to be used for "Production Use" if the results obtained through it are (even partially) used for the purposes of supporting the Customer's administration and/or enterprise management.

I.11. "Server", "Number of Servers"

"Server", "Number of Servers" designates the maximum permitted number of installations of the server part of the Product. If this parameter is specified, it also means that the Product has a Client/Server architecture.

I.12. "Platform"

A Platform is the operating and database system in which the Customer is entitled to operate the server part of the Product.

The right to use a specific release of the Product is limited to those versions of the operating and database systems listed as supported in the relevant release documentation of the Product made available by LOGIS to the Customer under the Agreement.

The document listing supported Platforms for currently distributed releases of LPP, including requirements and recommendations for the operating environment, is available at the URL address given in the Specification.

I.13. "Data Scope"

The Data Scope defines the affiliation of data that may be processed by the Product(s) under the License. This Agreement provides that the Customer is entitled to process only its own data. This limitation may be further specified by the Data Scope parameter. The Data Scope may either further restrict the right to process data (e.g. only data relating to certain parts of the Customer's company) or extend the right to process data (e.g. to another company or companies, with specification of allowed operations for each company).

I.14. "License Classes"

License Classes determine whether the License allows so-called LDS Customizations, i.e. customizations performed using the LOGIS Development Studio (LDS). Through LDS Customizations it is possible to modify or extend the range of features/functions available during Product operation.

- License class „**Standard**“
LDS Customizations cannot be used.
- License class „**Enterprise**“
LDS Customizations are possible.

Such customizations may be performed by LOGIS (in which case the Customer does not need an LDS license). If the Customer wishes to carry out LDS Customizations independently, this is possible provided the Customer holds a license for LDS.

I.15. "System"

"System" specifies the software system within which the Customer is entitled to use the licensed software as a component of the System.

I.16. Product Identification

The Product is uniquely identified by the Manufacturer's name and its trade name.

II. Specification of Rights**II.1. Customer's Rights**

Under this Software License Agreement, the Customer may obtain the rights described in Articles II.1.1 and II.1.2 of this Agreement. Any provisions in the Software License Specifications that differ from the wording of these Software License General Terms shall take precedence.

II.1.1. Customer's Right to Use the Product

As of the effective date of the Specification, LOGIS grants the Customer, and the Customer accepts, a non-exclusive and non-transferable right to use, starting from the License Effective Date, the software Product(s) specified in the Specification. This right is granted solely for processing the Customer's data and for the Customer's internal needs, subject to the agreed Time Limit, Location(s), Number of Users, Purpose of Use, Platform, and any other restrictions defined in the Specification, all in compliance with the terms of this Agreement.

II.1.2. Customer's Right to Provide the Product to a Third Party and Grant Usage Rights

If the right of the Customer to provide the Product to a third party (hereinafter also "Company") is agreed, then for each Product and each Company specified in the relevant Software License Specification, LOGIS grants the Customer, and the Customer accepts, the following non-exclusive and non-transferable rights: (i) The right, from the License Effective Date, to make the Product available to the Company, in compliance with the conditions set out in this Agreement and the relevant Specification; (ii) The right to grant the Company usage rights to the Product for the duration of its availability, solely for processing the Company's data and for the Company's internal needs.

When the Product is used by a group composed of the Customer and Companies (the "Group"), all restrictions on Time Limit, Location(s), Number of Users, Purpose of Use, Platform, and any other restrictions defined in the Specification must be complied with by the Group as a whole. For clarity, these restrictions do not apply separately to each member of the Group but collectively to the entire Group represented by the Customer, who bears full responsibility toward LOGIS for the actions of the Group. For example, the "Number of Users" is the maximum allowed for the entire Group, not for each individual Company.

In connection with making the Product available to a Company, the following applies: anything not permitted to the Customer is likewise not permitted to the Company; any obligation of the Customer is also an obligation of the Company; Acts of the Company are considered acts of the Customer for the purposes of this Agreement. It is expressly agreed that if a breach is committed by the Company, it shall be deemed a breach by the Customer with the same consequences as if committed directly by the Customer. The Customer must therefore manage such risks contractually with the Company.

It is at the Customer's discretion whether to charge the Company for access to the Product.

II.2. Restrictions of Customer's Rights

The Customer is prohibited from:

- a) Transferring or making the Product or any part thereof available to third parties, except to the third parties permitted under Article II.1.2 of these Software License General Terms, without prior written consent of the Licensor or Manufacturer.
- b) Modifying, translating, reverse translating, decompiling, or disassembling the Software
- c) Creating or distributing any derivative works of the Product.
- d) Publishing any performance results or other tests of the Software or Product (e.g., tests, benchmarks) without prior written consent of the Licensor or Manufacturer.

II.3. Ownership Rights

This Agreement does not constitute a sale of the Product but only the grant of a license to use a copy of the Product in a specific manner. The Product is a copyrighted work protected by Czech Copyright Act and international copyright treaties as well as other intellectual property laws and treaties. The Customer does not acquire ownership of the Product or any part thereof under this Agreement.

The Customer acknowledges and agrees that the Manufacturer (or Licensor, as applicable) retains exclusive ownership of the Product and all its components, including copyrights and all other related rights, such as but not limited to patents, trade secrets, trademarks, trade names, and all applications and registrations thereof. The Customer undertakes to use the Product in a manner that does not infringe these rights and to take all necessary steps to protect them.

For the purposes of this Agreement, delivery of the Product is deemed to occur when the Licensor provides the Software and Documentation to the Customer so that the Customer can begin exercising the granted usage rights. The provided Software, Documentation, and any Improvements remain the property of the Licensor or Manufacturer.

The parties acknowledge that all rights to publish, reproduce, adapt, and exploit the Product remain with the Manufacturer or Licensor.

If the Customer becomes aware that it may lose the right to control a Server for any reason, it must immediately uninstall the Software and inform the Licensor or Manufacturer. If the Customer's usage rights are terminated for any reason, the Customer must immediately cease using the Product and, within ten (10) days, return or destroy all copies of the Product and deliver a written statement to LOGIS confirming that this has been done and that no copy of the Product remains in its possession. The Customer understands that any further possession of any copy of the Product constitutes copyright infringement.

II.4. Scope of Use

Use beyond the scope of granted rights requires additional payments and a new Software License Specification signed by the parties. The Customer agrees that the Product may not permit usage beyond contractual limits (e.g., Time Limit, Location, Number of Users, Platform, Server, and other agreed restrictions). For this purpose, the Software may (but need not) be equipped with technological measures that prevent use beyond the agreed scope of rights (in line with the § 43 of the Czech Copyright Act – effective technical protection measures). Such measures are deemed part of the Product, and their use does not reduce the Customer's liability for any breach.

II.4.1. Reproduction

Reproduction of program copies or provided materials is permitted solely for the Customer's own needs and exclusively for backup purposes. The Licensor must be informed of such reproduction. The Customer must mark all copies with the Licensor's and/or Manufacturer's ownership notice. Registration numbers in the Software, Documentation, or Improvements may not be removed. All supplied distribution media, including copies, must be returned to the Licensor upon termination of the Agreement.

II.4.2. Attribution

The Customer agrees that all program screens (Software) and other (printed) documents (Documentation) will retain visible attribution to the Manufacturer's software where indicated. Any ownership, copyright, trademark, or trade secret notices included in the Product, in text, graphical or another form, must remain unchanged, unmodified, undeleted, and unhidden, thus clearly displaying the Manufacturer's ownership, authorship, trademark or Licensor's trade secret rights.

II.4.3. Audit

The Customer agrees that the Licensor has the right to audit the Customer's use of the Products and undertakes to provide the Licensor with appropriate assistance and access to information for such audit. The Licensor is entitled (i) to report audit results to the Manufacturer and (ii) to delegate audit rights directly to the Manufacturer. If the audit reveals a violation of licensing restrictions, the Licensor may invoice, and the Customer must pay upon request, the difference in price according to the current price list of the Licensor or Manufacturer.

II.4.4. Unavailability of Software Source Code

The source code of the Software, from which the Software is created, is not part of the Product. It is not delivered or made otherwise accessible to the Customer.

In accordance with Section 66(6) of the Copyright Act of the Czech Republic, the parties agree that if the Customer acts under Section 66(1)(b) of the Copyright Act, such act constitutes an infringement of copyright. The parties expressly acknowledge that use under Section 66(1)(b) is not necessary for the use of the program copy and that this limitation is an essential condition of the authors and/or the Manufacturer.

II.4.5. Source Code Included in the Product by the Manufacturer

Some Products may include source code provided by the Manufacturer as part of the standard delivery of such Products (e.g., algorithm samples, help texts, etc.). The Customer may only use such source code as described in the relevant Documentation.

II.5. Transfer of Usage Rights, Use of the Product for the Benefit of Third Parties

The Customer is not entitled, in any form, to transfer to any third party the right to use the Product. Donation, rental, leasing, sublicensing, distribution, or sale of the Product (transfer of the Software) is expressly prohibited, unless the Customer holds the corresponding right for a specific case under this Agreement.

The Customer is not entitled, in any form, to provide any third party with services related to the use of the Product for the benefit of such third party. Processing data of any third party and/or using the Product for the benefit of such third party, whether free of charge or for remuneration, is expressly prohibited (making the Software available).

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If the Customer provides or makes available the Software or any part thereof to a third party without the prior written consent of the Licensor or the Manufacturer, the Customer must notify the Licensor and the Manufacturer of the name of such third party. The Licensor shall be entitled to contractual penalty compensation from the Customer in the amount of the license fee for the granted usage rights, which the Customer must pay upon the Licensor's request. This does not exclude further claims for damages.

II.5.1. Operation of the Product by a Third Party for the Benefit of the Customer

The Customer is entitled to appoint any third party ("Operator") of its choice to perform routine operation of the Product on its behalf, but only for the benefit of the Customer. The Operator, contractually engaged by the Customer to operate the Product, automatically obtains a non-transferable right to make copies of the Software and to operate the Software to the extent necessary for the Customer to use the granted License. The Operator shall not acquire any other rights. The Customer must contractually stipulate a prohibition on any handling of the Product to which the Customer has no right (such as, but not limited to, making the Software available to or transferring it to any third party). The Customer who appoints an Operator remains liable to the Licensor for the Operator's actions with respect to handling the Product and compliance with applicable restrictions – the Operator's actions regarding the Product shall be deemed as if carried out by the Customer.

II.6. Operation of the Product by the Customer for the Benefit of a Third Party

If the Customer is entitled to make the Product available to a third party under Article II.1.2 of this Agreement, the Customer also has the right to operate the Product for the benefit of such Company.

II.7. Separation of Components

Usage rights are granted for the Product as a whole according to the Specification. Its components may not be separated for standalone use.

II.8. Third-Party Software**II.8.1. Third-Party Components "Contained in the Product"**

The Product may contain third-party components ("Sub-suppliers"), each of which has been incorporated into the Product either under licensing terms of the Sub-supplier permitting such use, or under agreements of the Manufacturer and/or the Licensor with the relevant Sub-suppliers.

All information about the third-party components used is included in the documentation of the Product release.

The Customer shall refrain from any other use of third-party components other than solely within the scope of using the Product in compliance with the applicable licensing restrictions.

II.8.2. Third-Party Software "Required for Operation of the Product"

The Customer acknowledges that use of the licensed Product may require a license to use third-party software, and that:

- If such license is provided together with the Product license under this Agreement and the related Specification, then unless otherwise stipulated in a specific case, such third party shall be regarded as the Manufacturer for the purposes of this Agreement.
- If such license is not provided together with the Product license under this Agreement, for example because the third party requires a separate license agreement to be concluded, then

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the Customer must obtain such license for the third-party software on its own, unless it already possesses it.

If use of the licensed Product requires third-party software that the Customer, as the licensee, must obtain separately, this requirement is stated as a special note in the Specification.

Note: For avoidance of doubt, third-party software "required for operation of the Product" does not include the operating system or the database system (i.e., software providing the environment for operation of the Product), but only specific software that supplements or enables certain specific functionality of the Product.

II.9. Rights to Documentation

Under the terms of this Agreement, the Customer shall receive, as part of the basic delivery, the Documentation as generally provided by the Manufacturer. The Customer has the right to reproduce or copy the Documentation, but solely for internal use at the Sites identified in the Specification.

II.10. Export of the System

The Customer agrees not to, directly or indirectly, export or re-export, or knowingly allow export or re-export of the Product or any technical information regarding the Product, to any country for which:

- An export license or other authorization of the U.S. government is required under the U.S. Export Administration Act, related regulations, or other similar U.S. laws or regulations, unless such license or authorization has been granted;
- An export license or other authorization of EU or Czech authorities is required, unless such license or authorization has been issued for the specific case.

III. Delivery

The method of providing the Software to the Customer is specified in the Specification and/or other contractual document.

IV. Warranty**IV.1. Warranty Period**

Unless otherwise stated in the Specification, the Warranty Period for the Product licensed as Perpetual is nine months from the date on which the usage rights to the Product are granted.

During the Warranty Period, the Licensor guarantees (i) The usability of the instructions for downloading the Product via the internet, if delivery by download was agreed; (ii) The readability of distribution media, if delivery via such media was agreed. The Licensor, however, is not liable for damage to such media (e.g., mechanical damage, damage from magnetic fields, etc.). If delivery by installation on the Customer's equipment is agreed, it is the Customer's responsibility to create a backup copy. Should reinstallation by the Licensor be required, such services shall be invoiced according to the Licensor's standard service price list.

Note on extensions of usage rights:

An extension of usage rights is a legal act that alters the scope of the Customer's rights with respect to the Product. Such extension does not constitute a new delivery of the Product and

therefore has no impact on the Warranty Period originally provided for the delivery associated with the first granting of usage rights (the “base license”).

IV.2. Warranty

The Licensor warrants to the Customer that the Software, if not subject to unauthorized modification, will substantially function in accordance with the Documentation provided under this Agreement during the Warranty Period..

During the Warranty Period, the Licensor is obliged to remove defects in the Product for which it is responsible at no additional charge. The Licensor’s obligations lapse if the Customer breaches the obligations set forth in this Agreement..

IV.3. Exercising Warranty Rights

IV.3.1. LOGIS Helpdesk

During the Warranty Period, or under a rental agreement, the Customer is entitled to use the LOGIS Helpdesk online portal to exercise warranty rights. The method of account creation and connection to LOGIS Helpdesk will be communicated to the Customer in the Software Maintenance Specification, the Software License Specification, or otherwise. A description of the Helpdesk functions is available directly on the portal.

LOGIS Helpdesk is available seven (7) days a week, 24 hours a day, unless technical problems occur.

The Licensor reserves the right to change the Helpdesk specification. However, the ability to report defects must always remain available. Any change to the specification becomes effective when the new version is published directly on LOGIS Helpdesk.

IV.3.2. Warranty Claim Procedure

If the Customer determines that the maintained Product contains a defect to be removed by the Licensor, the procedure is as follows:

- The defect must be reported via LOGIS Helpdesk.
- All further communication related to localization and resolution of the issue is handled through the LOGIS Helpdesk service.
- The Customer agrees that, unless unforeseen technical problems occur making LOGIS Helpdesk temporarily unavailable, the Helpdesk remains the sole channel for defect reporting. The Licensor is not obliged to consider defect reports submitted by other means.
- Only if the Helpdesk is unavailable due to technical problems confirmed by the Licensor may the Customer report defects alternatively:
 - By e-mail to support@logis.cz, sending a completed defect report form
 - By fax to +420 556 841 117 (with awareness of possible readability issues or data loss).
 - For urgent communication with Licensor’s specialists, the following phone number is recommended: +420 602 760 008
- Licensor’s staff operate during normal Czech business hours (8 AM – 4 PM).

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- If an error cannot be localized by telephone consultation, the Customer must provide the Licensor with remote access to the Customer's system, provided that all technical requirements are available and operational. If such connection is not possible, the Customer must send necessary materials to the Licensor. If intervention directly in the Customer's system environment is required, the Customer must back up all data and programs before such intervention to enable recovery.
- Upon receipt of all required materials and localization of the defect, the Licensor shall immediately begin defect correction without undue delay and proceed continuously until resolution is achieved as quickly as reasonably possible.
- The Customer is informed about progress and resolution of the defect via the Helpdesk.
- Logs from the Helpdesk serve as evidence of reported defects, response times, resolution times, and related actions and so forth.

IV.4. Services Beyond Obligation

If, upon investigation of the defect report, it is determined that the deficiencies were not caused by a defect in the Product, or if no defects are found, the Customer shall bear the costs of investigating or fixing the defects. This applies in particular to incorrect use of the Software by the Customer or to the presentation of deficiencies for which the Licensor is not responsible.

If the Customer has reported a defect in the Product and it has been proven that the Product does indeed have this defect, then if the Customer continues to use the Product in any way from the time the defect is reported until it is fixed, it is assumed that the Customer can use the Product despite its defects. If the parties have contractually agreed a procedure whereby the proper functioning of the Product was checked upon delivery (acceptance procedure), then if the Customer has reported a defect in the Product and it has been proven that the Product does indeed have this defect, but during the inspection carried out by either party in accordance with the contractually agreed acceptance procedure, the Product provides correct results, it shall be deemed that the Customer may use the Product despite the detected defects.

IV.5. Warranty Limitations

This Agreement contains the complete set of conditions and obligations relating to the Product, its use, and operation. The Licensor makes no other commitments, guarantees, or warranties, whether express or implied, including but not limited to satisfactory quality, fitness for a particular purpose. The Licensor does not warrant that the Product will meet the Customer's requirements, or that it will operate with other software chosen by the Customer. Nor does the Licensor warrant that the Software is error-free or that all defects identified by the Customer will be corrected.

V. Software Maintenance

Software Maintenance refers to the process of modifying and updating a software system after it has been delivered to the Customer. This may include, for example, fixing defects, adding new features, adapting the system to new hardware or software environments, or other specifically agreed services. Effective maintenance is essential to extend the life of the software and to align it with the evolving needs of users. It is a necessary part of the Software Development Life Cycle (SDLC), comprising both planned and unplanned activities to ensure that the system remains reliable and up to date.

This Agreement does not establish Software Maintenance. The conclusion of maintenance services requires a separate contract (Software Maintenance Agreement).

VI. Price, Invoicing and Payments, Taxes

VI.1. Price

The price for granting the rights to use the Product(s) (License Fees) is specified in the Specification. The Customer is obliged to pay this Price in full, within the due date and under the payment or other conditions set out in the Specification or the agreement concluded in connection with the Software License Specification.

VI.2. Invoicing and Payments

As of the effective date of the Specification, the Licensor is entitled to issue an invoice (tax document) for the price specified in the Specification.

Payments shall be made by bank transfer on the basis of a tax document issued in accordance with the provisions of the Agreement. The tax document must comply with all requirements set by applicable legislation. If the Customer is domiciled in the Czech Republic, the payment amount includes the license fee plus VAT.

A payment is considered made when credited in full to the LOGIS bank account specified on the invoice. Payment is in default from the due date if not received by that date. The default continues until the payment is made.

The due date of tax documents is agreed to be the thirtieth (30th) day after the effective date of the Specification. The tax document must be delivered to the Customer at least fifteen (15) calendar days before its due date; otherwise, the due date is automatically shifted to the 15th day after its delivery.

If the tax document lacks required details, contains incorrect data, or is issued in violation of the Agreement, the Customer is entitled to return it to the Licensor without being in default. Any rejection of payment (in whole or in part) for the above reasons must be notified by the Customer in writing with reasons, no later than the due date stated on the invoice; otherwise, the Customer must pay, and any discrepancies will be resolved afterward.

If the Customer is in default, the Licensor is entitled to charge default interest of 0.05% of the outstanding amount for each commenced day of delay. The Customer undertakes to pay the default interest within thirty (30) days of receipt of such invoice. In case of delay in paying the default interest itself, the Licensor is entitled to charge a contractual penalty of 0.05% of the outstanding principal amount for each commenced day of delay. On the day when the delay in payment exceeds 30 days, the Customer's rights of use shall be suspended without any entitlement to compensation for the consequences of the suspension.

VI.3. Taxes

Any prices agreed or determined under this Agreement do not include sales, property, use, transfer, VAT, or any other taxes related to this Agreement. The Customer agrees to pay all sales, VAT, or other similar taxes arising under applicable law, except for LOGIS's income tax.

VII. Damages

The Parties have entered into this Agreement with due regard to the Customer's commercial risk associated with its use of the Software. In any event, the Licensor's liability for damages and any other liability under this Agreement shall be limited in accordance with this section.

VII.1. Liability for damages

The Licensor shall be liable under the law for damages caused by a breach of its obligations under this Agreement or other legal obligations. The Licensor's liability for proven damages shall in no case exceed the amount of payments made by the Customer under this Agreement and shall be limited to payments evenly distributed over a three-year period from the date of delivery.

VII.2. Limitation of Liability

None of the Manufacturers or Sub-Manufacturers whose Product is the subject of this Agreement, nor the Licensor, shall be liable in connection with the Customer's use of the Software for any direct or indirect loss or damage (however arising), including loss of profit, loss of sales, loss of turnover, loss of discounts, loss of opportunities, loss of computer equipment usability, loss of data, or loss of time on the part of management or other teams. The Licensor's pricing reflects this fact.

VIII. Duration and Termination

In addition to the Licensor's rights to terminate the Agreement, as specified elsewhere in this Agreement, the Licensor may terminate this Agreement or a specific License under this Agreement if the Licensor does not receive the relevant payments for the Licenses specified in the relevant Specification and this failure is not remedied within fifteen (15) days of the Licensor's written notice to the Customer. The Licensor or Customer may terminate this Agreement or any License granted under this Agreement if the other party breaches any provision of this Agreement for any reason and such breach is not remedied within thirty (30) days of written notice by the entitled party. The party in breach of the Agreement shall be liable to pay the other party all costs incurred up to the date of termination of the Agreement. Upon termination of this Agreement, the Customer's rights of use under this Agreement shall terminate. In the event of such termination, the Customer must immediately uninstall the Product(s) and return them to the Licensor immediately, and the Customer shall also immediately return all materials related to the Product(s) and all proprietary and confidential information materials of the Licensor that the Customer has in its possession. The Customer shall confirm in writing that this has been done. The provisions of the Agreement which, by their nature, survive the termination or expiration of the Agreement shall remain in full force and effect.

For the avoidance of doubt, it is hereby stated that if the Agreement is terminated, all rights granted under this Agreement shall be terminated at the same time.

If the Licensor becomes entitled to terminate the Agreement under this Agreement, the Licensor may decide, instead of terminating the Agreement, to terminate only the rights agreed upon in the Software License Specification relating to the License, based on the breach that gave rise to the Licensor's right to terminate. Termination of the relevant Software License Specification shall terminate the Customer's rights of use arising from that Software License Specification.

IX. Other Provisions**IX.1. Confidential Information, Data Protection and Privacy**

The Customer acknowledges that the Product is the property and trade secret of the Manufacturer. The Customer may not, without the consent of the Licensor and/or the Manufacturer, provide, display or otherwise disclose the Product, any part thereof, or any other proprietary or confidential material of the Licensor and/or Manufacturer, whether in whole or in part, except to those employees of the Customer who need it to perform their work, and only to the extent necessary. The Parties agree that the subject matter of the Agreement, including the Documentation and other know-how of the Licensor and/or Manufacturer, may only be used for the purposes specified in the Agreement and, in particular,

may not be made available to unauthorized third parties. The Customer shall take appropriate measures to comply with its obligations under this Agreement in relation to the use, copying, protection, and security of the Product and all proprietary or confidential materials of the Licensor and/or Manufacturer, including requesting confidentiality commitments from all cooperating parties who have access to the Product or other confidential materials of the Licensor and/or Manufacturer..

The parties shall not disclose the contents of this Agreement to any third party without the prior written consent of the other party. The provisions of this clause shall not apply to information that is (or becomes) publicly available other than through a breach of this Agreement or any obligation, or if the party receiving the information already has such information or creates it independently of the circumstances. The Customer agrees that in the event of a breach of the foregoing provisions, the Licensor and/or the Manufacturer may suffer damage by not achieving adequate financial income, and the Licensor and/or the Manufacturer shall be entitled to immediate compensation, in addition to any other applicable monetary obligations.

Any information provided to the Licensor by the Customer and designated by the Customer as confidential shall be protected with the same degree of security, protection, and confidentiality the Licensor uses to protect similar types of information. Nothing in this Agreement shall prevent the Licensor and/or the Manufacturer from using the Customer's name or logo for reference purposes (e.g., customer reference list, etc.).

The provisions of this section shall survive the termination or expiration of this Agreement.

IX.2. Delivery of Written Documents

The delivery of written documents containing substantive legal acts between the parties shall be carried out either in person or through a postal license holder (hereinafter referred to as the post office). A document is delivered as soon as it is accepted by the relevant party (recipient). All documents sent to the recipient by post shall be deemed to have been delivered to the recipient even if they are returned to the relevant party (sender) as undeliverable, provided that they were sent to the address of the recipient's registered office specified in the header of this agreement or to another address that the recipient communicated in writing to the sender after signing this agreement. Legal effects shall also arise if the recipient, by his actions (in particular by refusing to accept the document or by failing to notify his new address) or omissions (in particular by failing to collect the stored document), prevents the delivery of the document. In such a case, the date of delivery shall be the date of the first unsuccessful attempt by the post office to deliver the document to the recipient, the date of notification by the post office to the sender that the recipient was not found at the address, the date of refusal to accept the document by the recipient, or the last day of the storage period for the document.

If the tax domicile of both contracting parties is the Czech Republic, then the data box of the relevant contracting party may also be used for the delivery of invoices and documents containing substantive legal acts. Delivery to a data box is governed by Czech Act No. 300/2008 Coll., on electronic acts and authorized conversion of documents, as amended (also known as the "Act on Electronic Acts" of the Czech Republic).

IX.3. Severability of the Agreement

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable in full force and effect.

IX.4. Entire Agreement

This Agreement constitutes the entire agreement and sets forth all provisions, whether express or implied, between the Customer and the Licensor in relation to the Product.

Unless expressly agreed otherwise in a specific case, no additional LOGIS services are included with any rights granted under the Software License Specification. Any services (such as installation, implementation, training, consulting, or similar) related to the Product must be arranged separately.

IX.5. Effects of Concluding a New Specification on the Software License Agreement

Software License Agreements, particularly those granting perpetual usage rights, are typically concluded with the expectation of lasting for many years. Over time, however, changes and developments occur in the fields of law and taxation, new generally accepted or even legally codified terminology and concepts emerge, as well as other circumstances that affect the world of information technology.

In light of the above, it is necessary to maintain consistency and compliance of the Software License Agreement. If a new Specification is concluded for an existing Software License Agreement, then on the date the new Specification becomes effective, the Agreement shall be automatically updated in such a way that the Software License General Terms previously forming an integral part of the Agreement are replaced by the currently valid Software License General Terms published at the relevant URL address.

IX.6. Assignment

The Customer may not assign this Agreement or any rights arising from it (including the License to use the System) without the prior consent of the Licensor.

IX.7. Remedy of Legal Defects

If any provision of this Agreement is found to be legally defective, the remaining provisions of this Agreement shall remain in force. The Parties shall replace the legally defective provision with a legally valid provision that is as close as possible in wording and intent to the defective provision.

IX.8. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, in particular Act No. 121/2000 Coll., the Copyright Act, as amended, and, in matters not related to the subject matter of the Copyright Act, Act No. 89/2012 Coll., the Civil Code. The Parties hereby submit to the jurisdiction of the Czech courts to resolve any disputes that may arise in connection with this Agreement.

IX.9. Court Costs

The Parties express their commitment to resolve any disputes arising from this Agreement by mutual agreement. However, neither Party is restricted in its right to bring an action before a court in order to enforce its claims. In the event of court proceedings, the prevailing Party shall be entitled to reimbursement of its related costs by the unsuccessful Party.

IX.10. Headings

The headings in this Agreement are included solely for ease of reference and navigation. For the interpretation of this Agreement, however, the text of the individual Articles shall be decisive.