

END USER LICENCE AGREEMENT

concluded pursuant to Act No. 89/2012 Coll., the Civil Code, and Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on the Amendment of Certain Acts.

IMPORTANT – CAREFULLY READ THIS LICENCE AGREEMENT BEFORE INSTALLING THE SOFTWARE. BY INSTALLING THE SOFTWARE YOU CONFIRM THAT YOU HAVE READ THROUGH THIS AGREEMENT, HAVE UNDERSTOOD ITS TERMS AND CONDITIONS, AND AGREE TO THEM, AND YOU CONFIRM THAT THEY ARE BINDING FOR YOU. IF YOU DO NOT AGREE TO THE LICENCE CONDITIONS, END THE INSTALLATION OF THE SOFTWARE.

I. Definition of terms

- I.1. **Provider** is the company Vissto s.r.o., reg. no.: 04475402, registered address: Krakovská 583/9, Nové Město, 110 00 Prague 1, company registered in the commercial register maintained by Prague City Court, section C, entry no. 248297.
- I.2. **End User** is a natural or legal person that has been granted a *licence key to the software* by the Provider.
- I.3. **Parties** is the joint designation for the Provider and the End User.
- I.4. **Software** means Vissto add-in to excel and it's all connected licenses, which is owned by the Provider.
- I.5. **Equipment** means any electronic device, on which the software is run and operated. This applies primarily to computers, tablets, touchpads or mobile phones, etc.
- I.6. **General Terms and Conditions** means the Provider's General Terms and Conditions.

II. Subject of Agreement

- II.1. The Provider shall grant a licence to use software, of which it is the owner, under the conditions set forth in this Agreement.
- II.2. The granting of the licence shall be governed by the provisions of this Agreement and the General Terms and Conditions.

III. Scope of use and content of the licence

- II.1. The End User acknowledges that the software is not sold and that this is not a purchase contract. The Provider shall only grant the End User a non-exclusive, time and territorially unlimited licence to use the software, on the basis of which the End User shall be entitled to install and use the software and accompanying materials. The End User shall be entitled to use the software and accompanying materials only to the extent and in the manner specified in this Licence Agreement.
- II.2. Installation of the software, customizing the software to the End User's special requirements, setting up the software environment on the End User's Equipment, setting up the End User's hardware, training on how to use the software, the service and maintenance of the software are not the subject of this Licence Agreement. These services are not the subject of the licence that is provided and it is not the

Provider's duty to provide them under this Agreement. However, the Parties may conclude a separate contract for the provision of these services, under which the Provider shall provide them to the End User.

IV. Conclusion of the Licence Agreement

- IV.1. This Agreement between the Provider and the End User shall be concluded as soon as the installation of the software is commenced. By installing the software the End User agrees to the terms of this Licence Agreement and the General Terms and Conditions.
- IV.2. The End User declares that it has had the opportunity to familiarise itself properly and in full with the content of these licence terms before concluding the Licence Agreement, i.e. before installing the software.

V. End User's rights and obligations

- V.1. The End User may activate 1 licence of the software only on one device. The software may not be made available for use to multiple end users at once.
- V.2. The End User is required to become familiar with how the software functions. The Provider cannot be liable for incorrect use of the software by the End User.
- V.3. If the End User allows third parties to use the software, it shall be liable as if it were using the software itself. The End User shall also be required to familiarise all persons that it allows to use the software with this Licence Agreement and the General Terms and Conditions.
- V.4. The End User may not publish, present, provide information, lend, hire, alter (with the exception of the user setting), distribute or create derived products based on this software or any part thereof.
- V.5. The End User may not in any way disassemble, divide, translate, adapt or otherwise illegally handle the software beyond this arrangement. In particular, the End User may not in any way draw from the software and attempt to set up or create a source code derived from the software source code. Reverse engineering, code decomposition and dismantling of the software into parts is expressly prohibited unless such action is explicitly permitted in the End User's country by applicable and effective legislation.
- V.6. The End User declares that it assumes the risk of a change of circumstances under Section 1765, paragraph 2 of the Civil Code.
- V.7. In the event of the termination of the licence the End User shall be required to either switch to "Lite version" of the software or to uninstall the software, including additional products, from the device without undue delay.
- V.8. The End User acknowledges that if it does not use the software or only uses it to a limited extent, this does not entitle the End User to a reduction in the cost of the licence.

VI. Provider's rights and obligations

- VI. 1. The End User acknowledges that the Provider is entitled to collect, process and store information about the End User's activities and use of the software. Any suggestions for a change, extension, improvement to the software, as well as any feedback and comments or other output from the End User received by the Provider shall automatically become the Provider's property.
- VI. 2. The Provider shall be entitled at any time to change the software to improve its quality or to ensure that it fully functions or to repair it.
- VI. 3. The Provider is entitled to restrict or suspend operation of the software for the necessary period for the maintenance or repair of the software. The Provider shall not be liable if the End User suffers detriment or damage due to the restriction or suspension of the software. Similarly, the End User shall not be eligible for a reduction in the cost of the licence.

VII. Limited warranty

- VII.1. The End User acknowledges that the software is licenced for use in the state in which it is in. If errors occur when installing or using the software, the End User shall, without undue delay, notify the Provider which, provided that the software is installed in accordance with this Licence Agreement and the General Terms and Conditions, shall take reasonable steps to correct the problem.
- VII.2. The End User acknowledges that it bears all risks regarding the quality and usability of the software in specific, individual cases. The Provider shall not provide any express warranty, guarantee or conditions in this respect.
- VII.3. The End User acknowledges that the Provider shall not be liable for the incorrect use of the software by the End User or by third parties.
- VII.4. The Provider shall not be liable for the state of the software or hardware which the End User uses to operate its device, on which it installs the software. The Provider shall not be liable for the functionality of software installed on a device other than that recommended by the Provider.

VIII. Fee

- VIII.1. The Fee for granting the licence is set for individual cases in the Provider's valid General Terms and Conditions or on the company's webpage.
- VIII.2. The Parties accept the fee set in this way.

IX. Term of Agreement

- IX.1. This Licence Agreement shall be valid from the date it is concluded, i.e. from the installation of the software, until it is ended.
- IX.2. The Provider and the End User may end this Agreement by mutual agreement.
- IX.3. The Provider and the End User may terminate this Agreement by notice. The notice period shall be one month and shall commence on the first day of the month after the month in which notice is delivered to the other Party.

- IX.4. The End User shall be entitled to terminate this Agreement in the following cases:
- the Provider does not repair a defect in the software preventing its use by the End User which does not originate from a breach of obligation by the End User and which has also been reported to the Provider in a timely manner and which the Provider has been summoned to remove by the End User.
- IX.5. The Provider shall be entitled to terminate this Agreement in the following cases:
- the End User does not pay the cost of the licence, or part thereof,
 - the End User is in breach of its contractual obligations.
- IX.6. The Provider shall be entitled to terminate this Agreement without a notice period if the End User is in breach of its obligations set out in Article V., paragraph V.4. and / or V.5. hereof. If the Agreement is terminated for this reason, the Provider shall have the right to the payment of a contractual fine of 200 EUR . The Provider shall be entitled to offset the amount that the End User has paid as the licence fee against the contractual fine.
- IX.7. The obligation to pay the contractual fine under this Agreement shall not affect the obligation to pay compensation under the statutory provisions on liability for damage.

X. Final and joint provisions

- X.1. The legal relations arising from this Licence Agreement between the Provider and the End User shall be governed by Czech law, in particular the Civil Code. Any disputes resulting from this Agreement shall primarily be settled between the Parties amicably. If disputes between the Parties cannot be settled by agreement, the Czech courts shall be competent to resolve disputes. The Parties agree that the locally competent court according to the Provider's registered address shall resolve any mutual disputes.
- X.2. This Licence Agreement may be amended only by written agreement between the Provider and the End User.