



End User Licence Agreement (EULA) for the SOFiE software by SONPO a.s.

IMPORTANT: Before installation and/or use, please carefully read the product use terms and conditions below. BY INSTALLING AND/OR USING THE SOFTWARE, YOU AGREE TO THESE TERMS AND CONDITIONS.

End User Software Licence Agreement

Based on the terms and conditions of this End User Software Licence Agreement (hereinafter referred to as the "Agreement") entered into between SONPO a.s., with its registered office at Klapkova 546/13, 182 00, Prague 8, Czech Republic, Comp. Reg. No.: 27571505, registered in the Commercial Register administered by the Municipal Court in Prague, File No. B 10882 (hereinafter referred to as "SONPO" or the "Company") and You, a legal entity (hereinafter referred to as "You" or the "End User"), are authorised to use the Software defined in Article 1 of this Agreement. The Software defined in Article 1 of this Agreement may be stored in a virtual environment or on a physical data medium, sent by e-mail, downloaded from the Internet, downloaded from the Company's servers, provided as a service (Software as a Service) or obtained from other sources under the terms and conditions as hereinafter provided.

THIS IS AN AGREEMENT ON END USER RIGHTS, NOT A PURCHASE AGREEMENT. The Company remains the owner of the copy of the Software or the physical medium, if any, on which the Software is supplied in commercial packaging, and of all copies of the Software to which the End User is entitled under this Agreement.

YOU AGREE THAT YOUR USE OF THE SOFTWARE IS AN ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU CONSENT TO BE BOUND BY ITS PROVISIONS.

1. **Software.** The term "Software" as used in this Agreement means: (i) the **SOFiE** (Safe Online File Exchange) computer software accompanied by this Agreement, including all parts of the software; (ii) contents of disks or other media to which this Agreement is attached, including Software in object code delivered on a physical data medium or via electronic mail or downloaded from the Internet; (iii) Software-related explanatory materials and any documentation, including but not limited to, any Software description, specification, description of features, controls or operation environment in which the Software is used, instructions for use or installation of the Software or any description of correct use of the Software (hereinafter referred to as the "Documentation"); (iv) copies of the Software, Software patches, if any, Software add-ons, extensions or modified versions and updates of parts of the Software, as delivered, to which You are granted the Licence by the Company in the sense of Article 3 of this Agreement.
2. **Installation.** Software delivered by the Company into the End-User-defined environment, supplied on a data medium, sent by electronic mail, downloaded from the Internet, downloaded from the Company's server or obtained from other sources requires installation. Software must be installed into a correctly dimensioned and configured environment. The correct setting of parameters of the environment required for the SOFiE installation and the installation procedure are defined in the Documentation, which is customised for each individual End User. No computer software or technical equipment that could possibly interfere with the Software may be installed in the environment in which You will install the Software. In the event that the End User acquires a licence for Software as a Service, installation means providing access to such a service to the End User.
3. **Licence.** Subject to Your consent to the terms and conditions of this Agreement and compliance with all the rules and provisions provided in these terms and conditions, the Company will grant the following rights (hereinafter referred to as the "Licence") to You:
 - a) **Installation and use.** In the event of the licence model of Software licence entering into the End User's possession, You acquire a non-exclusive and non-transferrable perpetual right to install the Software in Your own environment or to another similar medium designed for permanent data storage. You further acquire the right to install and store the Software in the memory of a computer system, to execute, store and display the Software and to use it fully. In the case of using the licence model of Software as a Service, the Software licence does not enter into Your (the End User's) possession; You just have a non-exclusive and non-transferrable time-limited right to use the Software as a Service.
 - b) **Determination of the number of licences.** Right to use the Software is subject to the licence for a particular End User. The same Licence may not be simultaneously assigned to multiple End Users. A purchased Licence Level determines the



maximum number of Software users for whom the End User purchased the Licence. Any use of the Software by a higher number of users constitutes a breach of this Licence Agreement.

- c) **TRIAL VERSION OF THE SOFTWARE.** Software classified as a Trial Version may not be sold, and You can use it exclusively for demonstration purposes or for testing the Software's features. A Trial Licence is provided for free, for a specified number of users and for a limited period. The Company does not provide any warranties whatsoever for the Software and is not liable for any Software defects in the event that the User uses the Software under a Trial Licence.
 - d) **Licence period.** In the case of the licence model of a Software licence entering into the End User's possession, Your right to use the Software is perpetual. In the case of using the licence model of Software as a Service, You do not acquire a Software licence into Your (the End User's) possession, and You may use the licensed service with the right to use the Software only for the period for which You have paid for the service in advance. Any use of the service for a period longer than the prepaid period constitutes a breach of this Licence Agreement.
 - e) This Licence may be used exclusively for the needs of the particular individual End User to the extent of its purchased "Licence Level".
 - f) **Termination of licence.** In the event of Your default arising under the provisions of this Agreement, the Company may withdraw from this Agreement; any claims or remedies to which the Company might be entitled in such a case will not be affected by such a withdrawal. In the event of Licence termination, You must immediately and at Your own costs remove, destroy or return the Software including all backup copies to SONPO or to the company from whom You acquired the Software. Upon the Licence's termination, the Company may also terminate the End User's authorisation to use the Software functions which require connection to the Company's or third parties' servers.
4. **Restriction of rights.** You may not copy, distribute, decompose or create any works derived from the Software. Your use of the Software is subject to the following restrictions:
- a) You may make a copy of the Software on a permanent data storage medium as a backup copy, provided that Your archive backup copy is not installed or used on another computer.
 - b) You may not use, alter, translate, reproduce or transfer the rights to use the Software or copies of the Software in any way other than expressly provided in this Agreement.
 - c) You may not sell, sublicense, rent or lease the Software or use it for the provision of commercial services.
 - d) You may not reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code of the Software, except to the extent to which such restriction might be expressly prohibited by the law.
 - e) You agree to use the Software only in compliance with all applicable laws in the jurisdiction where You use the Software, including but not limited to the applicable restrictions under copyright and other intellectual property rights.
5. **Copyright.** Software and all rights (including but not limited to property rights and related intellectual property rights) are owned by SONPO. They are protected under the provisions of international treaties and any other applicable laws of the jurisdiction where the Software is used. The structure, organisation and code of the Software are valuable trade secrets and the confidential information of SONPO. You may not make any copies of the Software, except as provided in Article 6, letter (a). Any copies which You may make under this Agreement must contain the same copyright and ownership right notifications as included in the Software. In the event that You will reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code of the Software in breach of the provisions of this Agreement, You agree that information so acquired will be automatically and irrevocably considered transferred to and owned by the Company in full as of the creation of said information, notwithstanding the Company's rights with respect to the breach of this Agreement.
6. **Reservation of rights.** The Company reserves all rights to the Software except for the rights expressly granted to You as an End User of this Software by this Agreement.
7. **Multiple language versions,** multiple operation system versions, multiple copies. In the event that the Software supports multiple platforms or languages or if You acquired multiple copies of the Software, You can use the Software only on that number of computer systems and in those versions for which You acquired a Licence. Any versions or copies of the Software which You do not use may not be sold, leased, sublicensed, rented or transferred to other parties.



8. **Agreement Commencement and Period.** This Agreement enters into force and effect on the day of Your approval of the terms and conditions hereof. You may terminate this Agreement any time by uninstalling, destroying or returning the Software, any backup copies and any related materials which You might have obtained from the Company or its business partners, permanently and at Your cost.
9. **END USER REPRESENTATIONS.** AS AN END USER, YOU HEREBY ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS. THE COMPANY, ITS LICENSORS, AFFILIATES OR COPYRIGHT HOLDERS DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR THIRD PARTIES' OTHER RIGHTS. THE COMPANY OR ANY OTHER PARTY PROVIDES NO WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME FULL LIABILITY AND RISK FOR SELECTING THE SOFTWARE TO ATTAIN THE RESULTS INTENDED BY YOU AND FOR THE INSTALLATION, USE AND RESULTS THAT YOU WILL ATTAIN WITH THE SOFTWARE.
10. **No other obligations.** Under this Agreement, the Company and its licensors do not have any obligations other than the obligations specifically provided in this Agreement.
11. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAWS, IN NO EVENT WILL THE COMPANY, ITS EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, OR COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, FOR PROPERTY LOSSES, PERSONAL DAMAGE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVERING, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR ALREADY INCURRED IN CONNECTION WITH THE AGREEMENT, WILFUL MISCONDUCT, NEGLIGENCE OR ANY OTHER EVENT GIVING RISE TO LIABILITY, ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, FOR EVEN IF THE COMPANY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IF SOME JURISDICTIONS OR LEGAL SYSTEMS DO NOT ALLOW FOR EXCLUSION OF LIABILITY BUT MAY ALLOW FOR LIMITATION OF LIABILITY, THE AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES AND ITS LICENSORS WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE LICENCE.
12. **Technical support.** Technical support is provided by SONPO or a third party appointed by SONPO at its own discretion and without any representations or warranties. Before the provision of technical support, the End User is obliged to backup all its existing data, software and software equipment. SONPO and/or a third party appointed by SONPO will not be liable for any damage or loss of data, property, software, hardware or profits in the provision of technical support. SONPO and/or a third party appointed by SONPO reserves the right to decide that the problem in solution is beyond the scope of technical support. SONPO reserves the right to refuse, suspend or terminate the provision of technical support at its own discretion. For the purpose of provision of technical support, information about the Licence, Information and other data might be required, in accordance with the Data Privacy Principles.
13. **SOFiE Software updates.** SONPO continuously develops, modifies and updates the Software in line with the latest cyber security findings and customer requirements. Software updates are available to all End Users who have duly purchased the producer's software maintenance for SOFiE for the period when the Sofie Software update was released. End User's ownership of the Software Licence under paragraph 3 on its own does not provide the End User with any right to obtain the Sofie Software updates. During the Licence period, the Company may from time to time change the system requirements of new Software versions. The User is obliged to update its environment on the server where it runs the Software on a regular basis, in particular the operation system, antivirus software and other related systems required for the Software operation. The Company will not be liable for any loss of capacity of the User's environment and/or service to operate a new version of the Software.
14. **Software authentication.** The End User may demonstrate its right to use the Software in one of the following ways: (i) by a licence certificate issued by the Company or a third party appointed by the Company; (ii) by a licence agreement in writing, if entered into; (iii) by submission of an e-mail from the Company containing licence information. For the purpose of software



authentication, information about the Licence and the End User's identification data might be required in accordance with the Data Privacy Principles.

15. **Notifications.** Any notifications including the Software and Documentation must be delivered at SONPO a.s., Klapkova 546/13, 182 00, Prague 8, Czech Republic.
16. **Governing law.** This Agreement will be governed by and construed in accordance with the laws of the Czech Republic. The End User and Company agree that conflicting provisions of the governing body of law and the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You expressly agree that any claim or dispute arising from this Agreement relating to the Company or the use of Software will be resolved in the District Court in Prague with jurisdiction, and You expressly agree with the jurisdiction of said court.
17. **General provisions.** In the event that any provision of this Agreement is invalid and unenforceable, the validity of the remaining provisions of this Agreement will be thereby unaffected, and they will remain valid and enforceable according to the terms and conditions provided herein. This Agreement may be amended in writing only; on behalf of the Company, such an amendment must be signed by an authorised representative or a person expressly authorised to act in such a position, under the terms and conditions provided by a power of attorney. This Agreement between You and the Company represents a full agreement in relation to the Software, and it supersedes any previous declarations, negotiations, undertakings, communications or advertising information concerning the Software in full.
18. **Subsequent amendments of licence terms and conditions and the Licence Agreement.** The Company may amend, to a reasonable extent, the Licence Agreement, in particular to the extent of restriction of use of the Software, system requirements, obligation to make updates, warranties and liability for defects, choice of law provisions, jurisdiction of arbitration courts or forums, all in particular in the event of change in the licence terms and conditions concerning third parties' intellectual property subjects that are a part of the Software, data privacy laws or prices of the Company's suppliers or when SONPO develops a new version of the Software. The Company will announce any changes to the Terms and Conditions on its website and electronically to the End User's last known e-mail address by which the End User communicated with the Company. Unless the End User refuses the change in the Terms and Conditions within 1 (one) month from the date of sending the notification to the User, the End User is deemed to have accepted such changed Terms and Conditions. In the event that the User refuses the changed Terms and Conditions within the above-mentioned period, such refusal constitutes a termination of this Agreement subject to a notice period of 2 (two) months for which the last Terms and Conditions approved by both Parties will apply. SONPO may send a notification of change of Terms and Conditions to the End User on a Partner's behalf.