

## **General licensing agreement conditions for software**

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- 1.14** "Term" means the term of the Agreement as specified therein, unless terminated earlier.
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## **6 Restrictions**

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**7.3** In the event that Licensee is purchasing the Software as a consumer, nothing in this clause shall affect Licensee statutory rights.

## **8 Limitation of liability**

**8.1** The Parties agree that the typically foreseeable damage and the liability arising out of or in connection with this Terms (including any liability for the acts or omissions of its employees, agents and subcontractors) whether arising in contract, tort (including negligence), misrepresentation or otherwise shall be limited to 100% of the purchase price for Software.

**8.2** Any liability for indirect damage, indirect damage, loss of profit, business interruption damage, claims by third parties or damage to the image of Licensee shall be excluded to the fullest extent permitted by law.

**8.3** Licensee is allowed to perform an appropriate data backup and to create backup copies of all data and programs in machine-readable form at least once a day only for this purpose. Any liability of the Licensor for damages resulting from lost data, incorrect data entries or the unavailability of the contractual software due to a failure of computer equipment, the programs, the lines or the technical equipment shall be excluded, unless the Licensor violates these contractual conditions intentionally or through gross negligence. Furthermore, in the event of a loss of data for which the Licensor is responsible, liability shall be limited to those costs of restoring data which the Licensee could not have prevented by fulfilling the aforementioned obligation or by taking other measures which could reasonably be expected of it.

**8.4** Claims for damages on the part of the Licensee shall become statute-barred within one year of the claim arising and the Licensee's knowledge or negligent ignorance of the circumstances giving rise to the claim.

**8.5** The above limitation of liability shall also apply to the personal liability of the Licensor's employees, agents, representatives and bodies and includes any and all demands, claims, losses and liabilities, including reasonable attorney's fees, arising out of or caused by Licensee use of the Software. This obligation shall survive the termination of this Agreement.

## **9 Termination of the license**

**9.1** The license is for the period for which the Software have been paid for by the Licensee (the period of the service validity) and shall terminate upon the expiration of the period of the Software or the termination of the provision of the Software.

**9.2** Licensee is entitled to terminate use of Software at any time.

**9.3** Licensor shall be entitled to terminate or restrict the provision of the Software to the Licensee if the Licensee violates the Terms, violates the Licensor's copyrights, damages the Licensor's reputation, allows the use of the Software by another unauthorised person, or fails to communicate under good manners and fair dealing principles of cancellation of the Software, the Licensor is entitled to irretrievably remove the content and all data created by the Licensee in the application and the service.

**9.4** This Terms terminate automatically and immediately in case Licensee enters into bankruptcy, apply for a suspension of payments, Licensee's assets are seized, , or in case Licensee enters into liquidation, legal dissolution or winding-up.

**9.5** In the event of termination, the Licensee shall cease using the Software and remove all installed copies of the program from its computers, devices or servers and, at the Licensor's discretion, immediately return any backup copies that may have been made to the Licensor or destroy them and the Licensor shall be entitled to remuneration corresponding to the services rendered up to the period for which the Software have been paid for by the Licensee.

## **10 Data protection and data security**

The Licensor shall process personal data received or brought to its attention only within the scope of the applicable provisions of data protection law. Insofar as the Licensor processes personal data on behalf of the Licensee within the scope of the services under these Terms, the Parties shall conclude a separate order processing agreement.

## **11 Force majeure**

The contractual obligations of the Licensor shall lapse in the event of and for the duration of force majeure. Such circumstances of force majeure include, in particular, labor disputes not culpably caused by the Licensor, fire, explosion, flood, lightning, war, blockade, embargo, decisions of governmental bodies or other governmental regulations, technical failures in the network of the Internet Service Licensor, delayed provision of services by third parties, insofar as this was caused by an event designated above, general transport, goods or energy shortages or other similar circumstances.

**12 Final provisions**

- 12.1** This contract shall be governed by Slovak law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the contracting party is a Licensee who is not a consumer, the relations of unadjusted terms and conditions of these License Terms shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended.
- 12.2** Unless expressly agreed otherwise, any amendment and supplement to these Terms or the respective Agreement shall require the written form. The requirement of the written form shall also apply to any agreement by which this written form requirement itself is amended, supplemented or waived; any agreement to the contrary shall be null and void.
- 12.3** The written form can be replaced by an advanced electronic signature (e.g. AdobeSign, Docusign). Telecommunication, for example the exchange of e-mails, is not sufficient to comply with the written form requirement.
- 12.4** The exclusive place of jurisdiction for all disputes arising from or in connection with legal relationships to which these contractual conditions apply shall be Slovak republic, unless a statutory regulation mandatorily orders a different place of jurisdiction.
- 12.5** Licensee by acceptance of the Terms by any of the several manners mentioned above represents and warrants that Licensee is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and simultaneously Licensee is not listed on any U.S. Government list of prohibited or restricted parties.
- 12.6** Should individual provisions of these Terms or the agreements made under these Terms be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of these terms and conditions or the agreements made under these Terms. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the invalid or unenforceable provision. The same shall apply in the event that the parties subsequently determine that these Terms or an agreement made under these Terms is incomplete.
- 12.7** The current Terms and price list are issued on the Licensor's website New Terms will be issued no later than 1 day prior to the effective date. The new price list will be issued no later than 14 days prior to the effective date. If the Licensee continues to use the Software and, the Licensee agrees to the change in the Terms. The Licensee's disagreement with the change of the Terms is a reason for the termination of the contract and the Licensor shall be entitled to terminate the agreement without refund made to the Licensee.
- 12.8** The parties are independent subjects. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.9** Validity and effectiveness of the Terms: These Terms shall come into force and effect on [ ] 2024 and shall remain in force until the issue of new license terms and conditions