

24U Software License Agreement

1. Introduction. This Software License Agreement (the “Agreement”) is an agreement concluded between you and 24U. Please read through the terms of this Agreement carefully. Installing, copying, accessing or otherwise Using the Software or any part of it you agree with this Agreement. If you do not agree with any term hereof, quit installing the Software, uninstall all Software components already installed and you do not have any right to Use the Software.

2. Definitions. The terms written with capital first letters throughout this Agreement have the following meaning (in alphabetic order):

2.1. “**24U**” shall mean 24U s.r.o., a company incorporated under Czech law, registered in the Commercial Register with the Municipal Court in Prague, section C, entry 74290, with its registered office at Zvole, Skochovická 88, postal code 25245;

2.2. “**Bug Fix**” shall mean a version of the Software rectifying bugs (errors) of the preceding version of the Software. “Bug Fix” bears a version number (x.y.z) increased by one in the revision-number sequence (z) compared with the preceding version of the Software;

2.3. “**Computer**” shall mean any electronic device equipped with processor (CPU), which enables Using the Software;

2.4. “**Copy**” shall mean the exact object code copy of the Software;

2.5. “**Customer**” shall mean a person for whom or on whose behalf you develop the Developer Software, who holds a license to the Developer Software or who otherwise in own name utilizes the Developer Software;

2.6. “**Developer Software**” shall mean software, computer application or other product you developed, in which the Software is incorporated or bundled;

2.7. “**License**” shall mean the license granted to you by this Agreement;

2.8. “**Maintenance**” shall mean all Bug Fixes, Updates and Upgrades of the Software released by 24U and offered to licensees of the Software in general (i.e. the Maintenance does not include made-to-measure solutions developed for concrete client or clients of 24U);

2.9. “**Software**” shall mean the computer software you are downloading, installing, or purchasing from 24U or to which this Agreement is otherwise attached. The Software shall include all its content and materials, whether in electronic or hard form, provided in connection with it. Software shall also mean any updated, upgraded or otherwise modified version of the Software as well as all copies of the Software in any form;

2.10. “**Update**” is a version of the Software adjusting the present functions of the Software or/and adding minor new functions to the Software and/or rectifying bugs (errors) of the preceding version of the Software. “Update” bears a version number (x.y.z.) increased by one in the minor-number sequence (y) compared with the preceding version of the Software;

2.11. “**Upgrade**” is a version of the Software that changes or supplements present functions of the Software in a substantial way. “Upgrade” bears a version number (x.y.z.) increased by one in the major-number sequence (x) or by two or more in the minor-number sequence (y) compared with the preceding version of the Software;

2.12. **“Use of the Software”**, “Using” etc. shall mean to utilize the Software in accordance with its purpose and adequately to its nature and function. It shall include installing, copying, accessing, running, bundling the Software or otherwise benefiting from the Software;

2.13. **“User”** shall mean any individual who utilizes or accesses the Software either directly or through the Developer Software by means of a Computer, or has such possibility.

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3.1.1. **Regular End User License.** On the basis of the Regular End User License, 1 (one) Copy of the Software may be Used by 1 (one) User, including access through LAN or other technology enabling remote access (unless agreed otherwise). The License includes all Bug Fixes and Updates released by 24U and offered to the Software licensees in general, but does not include any Upgrades of the Software.

3.1.2. **Volume End User License.** On the basis of the Volume End User License, the agreed number of Copies of the Software (10 Copies, unless a higher number has been agreed) may be Used by the agreed number of Users (10 Users, unless a higher number has been agreed), including access through LAN or other technology enabling remote access..

3.1.3. **Site End User License.** On the basis of the Site End User License, the Software may be Used by your staff in particular premises, offices, affiliate or other establishment (“Site”) where you operate your business or non-profit activity; the identification of the Site (address, identification number etc.) that you provided to 24U either in the order for the Software or in connection with the payment for the License or otherwise in writing is an integral part of this Agreement. The Software may be Used by no more than the number of seats on the Site you reported to 24U prior to conclusion of this Agreement plus 10 percent (for the case that the overall number of seats on the Site will increase during the period of the License). You hereby represent that the reported number of seats on the Site corresponds to the overall number of staff on the Site who can access the Software at the time of conclusion of this Agreement or to the overall number of Computers on the Site on which the Software can be Used at the time of conclusion of this Agreement, whichever is lower; a possible increase in the number of seats during the period of the License according to the preceding sentence shall be counted in the same way. Within the framework of the activity operated on the Site, the Software may be Used also outside the Site on portable and home Computers of the staff of the Site so long as they are the members of the staff of the Site; the number of portable and home Computers on which the Software is or can be Used in this way shall be counted in the reported number of seats on the Site according to the preceding sentence. The Software may not be Used to host application for third parties on the basis of the Site End User License.

3.1.4. **Device License.** If the purpose of the Software is to control or communicate with physical hardware devices and any kind of End User License is provided as a Device License, then each licensed User is only allowed use the Software on or with up to the number of identifiable physical devices equal to the size of the license (number of agreed Users).

3.2. Developer License. If you purchased the Developer License, you may Use the Software exclusively through incorporating or bundling the Software in the Developer Software (3.2.1.) or in the script bundles or application bundles (3.2.2.). You may Use the Software for supporting purposes too (3.2.3.). The Developer User License is granted either as a **Volume Developer License** (3.2.1.) or as a **App License** (3.2.2.). Unless agreed otherwise, the Developer License granted under this Agreement is the Volume Developer License.

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3.9. You may not transfer or pledge the License without written consent of 24U. You may not grant sublicenses to the Software or distribute the Software whether separately or incorporated in or bundled with other software unless this Agreement or another agreement concluded between 24U and you expressly provides otherwise.

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4.1. Maintenance. If your License includes Maintenance, you have the right to obtain all the Bug Fixes, Updates and Upgrades released by 24U for the Software within the agreed period (unless agreed otherwise, the period makes 1 (one) year). You do not have a right to be provided with specific problem solutions within the Maintenance services. You may Use the software provided as a part of the Maintenance only in accordance with its purpose and function (i.e. as a bug fix, update or upgrade of the Software) and only on the condition that you comply with the licensing terms of the Software; beyond this arrangement, no separate license to Use the Maintenance software is granted to you. The Maintenance and the Maintenance software are subject to provisions of this Agreement to the extent as applicable. You may prolong the Maintenance by payment of a prolongation Maintenance fee according to the 24U's pricelist prior to expiration of the Maintenance period; if you wish to renew the Maintenance after expiration of the Maintenance period or to order the Maintenance that has not been subject to your License so far, you shall pay an increased Maintenance fee according to the 24U's pricelist.

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5.1. 24U hereby warrants that the Software will be free of defects during 90 (ninety) days from the day of receipt of the Software, providing that the Software will be Used pursuant to 24U's recommendations. The Software is deemed received on the day when you have first the opportunity to Use the Software, even on the basis of an evaluation version. A defect in the Software is only a substantial imperfection in function of the Software; a deviation from the function of the Software that is generally not regarded as a defect in case of software of the same kind shall not be regarded as a defect in the Software. Functions that the Software shall have are exclusively those expressly provided

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5.2. You shall inspect the Software without any delay after you receive it and notify 24U of possible defects in the Software in the same time. The option on how to remove the defect appertains to 24U. 24U may remove the defect through repairing the Software, replacing the Software or refunding the price paid for the Software; the replacement Software shall be warranted for the remainder of the original warranty period or for 30 (thirty) days from the day of receipt of the replacement Software, whichever is longer.

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5.5. Links to third persons' web sites may be included in the Software. These links are provided only for your convenience and 24U does not assume any responsibility for the web sites of third persons and their content.

5.6. You shall comply with all legal and other official measures relating to Use, distribution and disposition of the Software.

5.7. If a court or out-of-court claim is raised against 24U in connection with the Developer Software, you shall discharge 24U of that claim and indemnify 24U for any damages, loss or costs incurred in that connection.

6. General Provisions.

6.1. Quantity discounts offered by 24U apply only if the respective quantity is purchased at once (i.e. a quantity discount does not apply if the respective quantity is reached by subsequent purchase of additional Users to the License).

6.2. This Agreement is the entire agreement and License between you and 24U in relation to the Software and supersedes all prior oral or written proposals, communications, and representations. This Agreement may be amended only in writing on the basis of understanding of both parties.

Amendments, supplements and additions to this Agreement as well as special arrangements to this Agreement (point 6.6.) are integral parts of this Agreement. Written agreements concluded between the parties after execution of this Agreement and concerning wholly or partially the subject matter of this Agreement shall prevail over this Agreement, even if not expressly identifying this Agreement. Unless 24U expressly declares otherwise, no person (especially a distributor or a sales person) is authorized to act on its behalf in the subject matter of this Agreement.

6.3. Upon 24U's request, you shall, within 15 days after the request, fully document that you Use the Software in accordance with this Agreement. If the documentation is not sufficient, you shall, at 24U's discretion, add the documentation or enable a physical control of Use of the Software on your site.

6.4. 24U may withdraw from this Agreement if you breach any of provisions of this Agreement; this Agreement terminates at the moment when you receive the notice of withdrawal (which may be given also in electronic form). You may terminate this Agreement anytime by a notice delivered to 24U (also in electronic form) or by destroying the Software, all its components and copies. Upon termination of this Agreement, you shall destroy the Software, all its components and copies or return them to 24U (the next sentence remains unaffected). Sublicensees who have been granted sublicenses on the basis of your License may continue Use the Software, providing that the sublicense is not granted in conflict with this License, and you may keep and reasonably Use one Copy of the Software for the purposes of maintenance of the Developer Software after termination of this Agreement, you may not Use the Software in any other way. If you substantially or repeatedly breach a provision of this Agreement, 24U may forbid Use of the Software according to the preceding sentence. If this Agreement is terminated according to this Article, you have no right to return of any part of royalties or other payments paid to 24U in connection with this Agreement.

6.5. The Software is protected by copyright and other intellectual property laws. 24U is the owner of the copyright and other rights in the Software and its source code, unless in connection with the Software provided otherwise. Third persons' copyright and other intellectual property rights, which are included in the Software, are protected under this Agreement in the same way as 24U's rights. You shall comply with 24U's and third persons' trademark rights presented in connection with the Software.

6.6. Special arrangements of rights presupposed in this Agreement (e.g. as to the number of Customers and Users who may Use the Software) may result also from 24U's products offer accepted by you or from 24U's information provided with the Software and not objected to by you without undue delay after receipt of the Software. The same applies also in cases where special arrangements of rights are not presupposed in this Agreement. Special arrangements of rights prevail over provisions of this Agreement.

6.7. This Agreement shall be governed by the law of the Czech Republic.

6.8. Should any provision of this Agreement be or become invalid, ineffective or unenforceable, other provisions of this Agreement remain valid, effective and enforceable. Should any provision of this Agreement be or become partially invalid, ineffective or unenforceable, the rest of the provision remains valid, effective and enforceable (the same shall apply if an extent agreed in this Agreement exceeds or fails to reach a limit provided by the law). The Parties undertake, in case of need, to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable one, which will be as close as possible to the replaced provision.