LICENCE TERMS & CONDITIONS

OF BCV SOLUTIONS S.R.O.

effective from 5 May 2025

1. INTRODUCTORY PROVISIONS

1.1. These licence terms (the "**Terms & Conditions**") regulate the rights and obligations of the parties, BCV solutions s.r.o., with its registered office at 7. května 1168/70, Chodov, 149 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague under File C 136075 (the "**Provider**"), and the Client arising from the concluded contract or form, the subject of which is the provision of a licence and/or maintenance (the "**Contract**") and of which these Terms & Conditions are an integral part.

1.2. If the Contract stipulates something other than the Terms & Conditions, the text of the Contract takes precedence. For legal relations arising from the Contract, the parties exclude the application of Sections 1799 and 1800 of Act No. 89/2012 Coll., Civil Code, as amended (the "**Civil Code**"), as regards the rights and obligations arising from the Terms & Conditions.

2. DEFINITIONS

2.1. The following terms used in these Terms & Conditions have the following meaning:

(a) **Updates** mean updates, upgrades, patches and new versions of the Software;

(b) **Launch Day** is defined in para. 10.1 of the Terms & Conditions;

(c) **Identity** means an active account of the identity type in the Software as defined in the specification of the specific Software on the Provider's website;

(d) **Licence** may be provided in accordance with the Contract, depending on which Licence the Provider ordered for the Software in the Contract. If the Terms & Conditions regulate some provisions differently with regard to the type of licence, this is explicitly stated. In other cases, the provisions relating to the Licence apply jointly to the Subscription Licence and the Perpetual Licence.

a. **Subscription Licence** means the right to use the Software and its possible Updates, and the Software thus updated until the Contract expires. The quantitative scope is specified in the Contract. The Subscription Licence is paid for each Subscription Year and is provided until the Contract expires.

b. **Perpetual Licence** means the right to use the Software for the duration specified in the contract or if such duration is not specified in the Contract, until the Contract expires . The quantitative scope is specified in the Contract. The Perpetual Licence is paid once, and its duration is limited by the effectiveness of the Contract.

(e) **Maintenance** if provided in accordance with the Contract means the service that ensures access to Updates, to the extent specified in the maintenance specification of the specific Software at: https://www.bcvsolutions.eu/maintenance-policy/. Maintenance is provided only on the basis of and in accordance with the Contract. Maintenance is paid for each Subscription Year and is provided until the Contract expires, if it is not stated differently in the Contract;

(f) **Subscription Year** means a period of 12 months from the Launch Day or from the anniversary of the Launch Day;

(g) **Services** means the Licence and Maintenance services that the Provider provides to the Client in the scope set forth in the Contract;

(h) **Software** means the Client computer program, including related instructions for use, user manuals and documentation of such computer program supplied with a particular version of the program. The type and specific version of the computer program are listed in the Contract, and more detailed specifications are published on the Provider's website.

3. PROVIDED SERVICES

3.1. Based on the Contract, the following Services may be provided by the Provider to the Client, always only those Services and to the extent specified in the Contract:

(a) provision of a Perpetual Licence in accordance with Art. 6 of the Terms & Conditions;

(b) provision of a Subscription Licence in accordance with Art. 6 of the Terms & Conditions; and/or

(c) provision of Maintenance.

3.2. The Provider also provides access to security updates and patches issued by the Provider for the period defined at https://www.bcvsolutions.eu/maintenance-policy/.

3.3. The Client acknowledges that the subject of the Services is not Software implementation, Software support service in a production environment (SLA), development or deployment of Updates to the Client's environment; these are dealt with in separate contracts.

4. TIME AND PLACE OF PROVISION OF SERVICES

4.1. The Services will be provided from the Launch Day.

4.2. Unless otherwise stipulated in the Contract, the Services will be provided and their results, especially Software and Updates, will be made available to the Client remotely online.

5. CHANGES TO THE SCOPE OF SERVICES

Expansion of the quantitative scope of Licence and Maintenance:

5.1. The process of changing the quantitative scope of the Licence and Maintenance is as follows:

(a) The Client is entitled to request a change in the quantitative scope of the Services by means of a written request specifying the requested change in the quantitative scope sent by the Provider to the e-mail address indicated in the header of the Contract;

(b) The Provider will then assess the feasibility of the change, and in justified cases or cases where the quantitative scope is to be reduced, the Provider is also entitled to reject the change. If the change is feasible, the Provider will send the Client to the e-mail address indicated in the header of the Contract a price offer for the implementation of such a change, including the price for the implementation of the change, based on the Contract, or if the specific price is not regulated in the Contract, the price set by the Provider. In the event of a request to extend the scope of Services, the price of the Services will be proportionally reduced according to the number of days remaining until the end of the relevant Subscription Year. In the event of a request to reduce the scope of the Services, the current Subscription Year will be proportionally extended; this will not affect the length of subsequent Subscription Years;

(c) The Client is subsequently entitled to reject/accept such an offer from the Provider by sending a notice of rejection/acceptance of the offer to the e-mail address indicated in the header of the Contract. If the increase in the scope of Services is accepted, the Client will pay the Provider the price for the extension of the scope of Services according to the Provider's offer within 30 calendar days from the date of acceptance, similarly applying para. (a) and 7.4 of the Terms & Conditions. If the scope of the Services is adjusted, the price of the Services for the next Subscription Year will be changed by the adjusted scope of use.

Extending the scope of the Licence and Maintenance to the Client's group

5.2. The process of changing the scope of the Licence and Maintenance to the Client's group is as follows:

(a) The Client is also entitled to request an extension of the provision of Services also for other companies in the Client's group, by means of a written request specifying a specific new recipient of the Services, the scope of the Services to be provided to it and the requested date of the extension of the provision of Services, which the Provider will send to the e-mail address listed in the header of the Contract.

(b) The Provider will then assess the feasibility of the change, in which case the Provider is entitled to reject the change as well. If this change is feasible, the Provider will inform the Client about the acceptance of such a request, which the Provider will send to the e-mail address indicated in the header of the Contract.

(c) In the case of such an extension of the provision of Services, other recipients of the Services are obliged to use the Services, and otherwise always proceed in accordance with the Contract and the Terms & Conditions. The Client is directly liable to the Provider for a violation of the obligations arising from the Contract by these recipients.

6. SCOPE OF LICENCE

Provider's software

6.1. The Licence is granted as non-exclusive, without territorial restriction, from the time of its granting under Art. **Error! Reference source not found.** of the Terms & Conditions.

6.2. The Licence is granted for a defined number of Identities. One person can be assigned multiple Identities, and Identities can also be assigned to specific applications.

6.3. The Licence is also granted for the instructions for use, user manuals and documentation of the Software supplied with the given version of the Software; these documents will always be provided only electronically and in English.

6.4. Unless otherwise stipulated in the Contract or unless the scope of the Licence has been extended according to para. (c) of the Terms & Conditions, the Licence is provided exclusively for use by the Client and only for its internal use, i.e. for its own information processes and data directly related to the Client's business and it is not allowed to provide the Software to other organisations, such as subsidiaries.

6.5. The Client is not entitled to transfer the Licence or grant a sublicence to a third party.

6.6. Unless otherwise specified in the Contract, the Licence does not include the right to interfere with the Software or to modify it in any way, nor the right to access the source codes of the Software. The Client is entitled to copy the Software only to the extent necessary for its use according to the Contract.

6.7. The acquirer may not reverse engineer the Software or disassemble, modify, change, alter, decompile, translate, process, change or extract the Software or any component thereof or make any attempt to discover the source code of the Software or create secondary products or derivative works from it.

6.8. In the case of Software components to which third parties exercise rights (especially so-called open-source software), regardless of the aforementioned use of these Software components, the licence terms of such software are governed by the Software specification available on the Provider's website. The Client acknowledges that in the event of a violation of the terms of use of third-party software, it is directly liable for such violation to the holder of the rights to such software.

6.9. The Provider declares that it is authorised to grant a licence according to para. 6.1 to **Error! Reference source not found.** of the Terms & Conditions, that it has received all consents from all third parties, especially the authors of these copyrighted works, to grant these rights to the Client, and that it is not aware of any fact that would prevent such granting of rights to the Client. At the same time, the Provider declares that it uses the software of these third parties in accordance with its terms and that the Client will

not violate any rights of such third parties by using the Software in accordance with the Contract. The Provider is obliged to maintain this declaration in force for the entire period of validity of the Contract and to prove the veracity of this declaration at the request of the Client, including by presenting contracts with third parties.

7. PRICE OF SERVICES AND PAYMENT TERMS

7.1. The price of the Services will be paid as follows:

(a) in case of a Subscription Licence and Maintenance, in one instalment for the Subscription Year;

(b) in case of a Perpetual Licence, in one instalment for the duration of the Licence.

7.2. The price for the provision of Services is set forth in the Contract. For the Subscription Licence and Maintenance, this price may be adjusted in accordance with the Terms & Conditions for subsequent Subscription Years.

7.3. The price of the Services will be paid by the Client based on sent separate invoices, which will be issued as follows:

(a) in the case of a Subscription Licence and Maintenance, the first annual invoice will be issued for the first time on the Launch Day and each subsequent annual invoice will be issued on the anniversary of the Launch Day;

(b) in the case of a Perpetual Licence, the invoice will be issued as of the Launch Day.

7.4. The maturity date for invoices is set at 30 calendar days from the date of delivery of the invoice to the Client.

7.5. In the case of a Subscription Licence and Maintenance, the Provider may adjust the price of the Services for the next Subscription Year once a year, in all cases by a maximum of 10%, taking into account:

a) the development of inflation since the year in which the price was last adjusted, inflation meaning year-on-year inflation expressed as a percentage measured by the increase in the aggregate index of consumer prices of goods and services, which is published every calendar year by the Czech Statistical Office for the previous year;

b) fundamental changes to the Software, its properties or elements, especially in the case of the release of a new version of the Software equipped with new components, accessories or functions;

c) changes in business or price terms of third parties that affect the cost of providing the Services, especially if the price or business terms of the software manufacturer that are part of the Software change,

whereas this price change must be notified to the Client at least 3 months before the end of the current Subscription Year.

7.6. The Contract may stipulate that after a certain period the Provider is not entitled to adjust the price of the Subscription Licence and Maintenance according to para. **Error!**

Reference source not found. of the Terms & Conditions. In such a case, the Provider is entitled to adjust the price only for the following period.

7.7. All prices are listed without value added tax, which will be added to the prices in the statutory amount.

7.8. All invoices will be paid by wire transfer to the bank account of the other party indicated on the invoice. The amount is paid upon being credited to the recipient's bank account.

7.9. In the event of the Client's delay in paying any amount of money under the Contract for a period longer than 60 calendar days compared to the deadline and failure to ensure remedial action even within the remedy period of at least 30 calendar days set by the Provider specifying the amount owed, the Provider is entitled to suspend the provision of Services until the amount owed by the Client is paid.

7.10. In case of unauthorised use of the Software beyond the scope of the Licence under the Contract or other Services beyond the scope of the Contract, such use will be charged according to the Contract and billed with an additional invoice, payable within 15 days of its issuance, as follows:

(a) In the case of a Subscription Licence and Maintenance, the Client is entitled to issue an invoice for their use for the entire Subscription Year, even if only part of the Subscription Year is used; the price for the next Subscription Year will subsequently be increased by the scope of use determined in this way.

(b) In the case of a Perpetual Licence, the Client is entitled to issue an invoice for such use of the Software in Perpetual Licence mode.

8. RIGHTS ARISING FROM DEFECTS

8.1. The Provider is only responsible for the fact that the Software in its essential features matches the functional properties listed in its specification on the Provider's website. The Client is obliged to familiarise itself with these specifications and to inquire about any ambiguities. Partial differences in properties or functions compared to the documentation are not considered a defect, and the Client does not have any rights arising from defects or the right to withdraw from the Contract for this reason. However, the Provider undertakes to do everything in its power to ensure the functioning of the Software in accordance with the basic technical specifications of the Software. The Client's exclusive right arising from failure to meet the above-mentioned requirements is the right to remove defects in the Software. At the same time, the Provider is not liable for defects and malfunctions of non-current Software versions, nor for their possible incompatibility with new software or hardware. In addition, the Provider is not liable for defects caused by unprofessional installation, use or any change to the Software.

9. LIABILITY FOR DAMAGE

9.1. The Provider is liable for damage caused to the Client by demonstrable non-fulfilment or defective fulfilment of its obligations arising from the Contract.

9.2. Furthermore, the Provider is not liable for any damages or delayed or non-provided fulfilment, if this is caused by the necessary information or documents not being provided in time or by the Client's unprofessional intervention or by a third party's intervention in the Software. The Provider will specify for the Client the range of necessary information requested after notifying or confirming the receipt of the request.

9.3. The maximum amount of damages caused by the Provider in a specific Subscription Year is limited to the sum of the Subscription Licence and Maintenance prices determined for that Subscription Year. If a Perpetual Licence is provided, 1/10 of the purchase price of such Perpetual Licence is also included in this amount.

10. DURATION AND TERMINATION OF THE CONTRACT

10.1. Unless otherwise stipulated in the Contract, the Contract becomes valid and effective on the date it is signed by both parties; if the Software has not yet been delivered, the date of delivery of such Software, confirmed by the issuance of a Software delivery note according to a separate contract, is regarded as the effective date (the "**Launch Day**").

10.2. The Contract is concluded for a fixed period, until the expiration of 12 months from the Launch Day. If none of the parties express their will to terminate the Contract in writing at least 2 months before the end of the effective period of the Contract, the effectiveness of the Contract will be extended for another 12 months, and this can occur repeatedly.

10.3. The Provider is entitled to terminate the Contract in writing with immediate effect if the Client is in arrears of payment of the price of the Services under Art. 7 of the Terms & Conditions for a period longer than 30 days and does not remedy this breach even within the alternative period provided by the Client to ensure a remedy of at least 15 days; in such a case, the Provider's right to payment of the price of the Services in full, in the following amount, will not expire:

(a) in the case of a Subscription Licence and Maintenance in the amount of the subscription for the respective Subscription Year; and

(b) in the case of a Perpetual Licence in the full amount.

10.4. Each of the parties is also entitled to terminate the Contract in writing with immediate effect if the other party enters into liquidation, the other party declares bankruptcy and is certified as such by the insolvency court, an insolvency petition of the other party is rejected due to lack of assets or a debtor's petition is submitted to initiate insolvency proceedings; in these cases, the party is also entitled to make all its payments under the Contract and the Terms & Conditions to notarial escrow.

10.5. Termination of the effectiveness of the Contract does not affect the duration of fully paid Perpetual Licences. However, if a Subscription Licence or Maintenance was provided, the Client is obliged to terminate the use of the obtained Updates and the updated Software by the date of termination of the Contract.

10.6. The Provider hereby excludes the provisions of §2389a) to §2389u) of the Civil Code.

11. CONTRACTUAL PENALTIES

11.1. In the event of a delay by any of the parties in fulfilling their financial obligations under the Contract and the Terms & Conditions, except for the obligation to compensate damages, the other party is entitled to request interest on arrears in the amount of 0.05% of the owed amount for each commenced day of the delay, without prejudice to the right of the party to compensation for the damage caused.

11.2. In the event of a delay in making Updates and new versions of the Software available, the Provider is entitled to request a contractual penalty of 0.05% of 1/12 of the amount paid for the Subscription Year for each commenced day of the delay, without prejudice to the party's right to compensation for the damage caused.

11.3. The contractual penalty is due within 10 days after the written request for payment by the entitled party is delivered to the other party. The payment of the contractual penalty is without prejudice to the party's obligation to pay for the damage caused.

12. CONFIDENTIALITY

12.1. The parties undertake to maintain absolute confidentiality about all confidential and classified information and facts that they learn about during the fulfilment of the Contract or the Terms & Conditions. This information must be expressly marked as confidential. Such information and facts may be provided to a third party only because it is necessary for the fulfilment of the Contract, and only after it has been bound by the obligation of confidentiality. The obligation of confidentiality survives the termination of the Contract.

12.2. In case of doubt as to whether certain information or facts are considered confidential or not, the relevant party will ask the other party for an explanation and until it receives a statement, it will treat the information or fact in question as confidential.

If one of the parties is obliged to breach the obligation of confidentiality due to a legal regulation, it will immediately notify the other party in writing. In such a case, the parties will agree on the most suitable method of making the relevant information or fact available.

13. FINAL PROVISIONS

13.1. The Client undertakes to provide the Provider with all cooperation necessary for the fulfilment of the Provider's obligations under the Contract and Terms & Conditions.

13.2. The other party must be notified of a change in the contact information listed in the header of the Contract within 2 business days of the implementation of this change. The parties have agreed that regular organisational consultations regarding the performance of this Contract may be conducted by telephone.

13.3. Services may meet the conditions for classification as the provision of a digital content service within the meaning of Act No. 89/2012, Civil Code, as amended, or as a thing with digital properties within the meaning of this Act. The parties have agreed that in matters not regulated by the Contract or the Terms & Conditions, these relevant

provisions regarding the provision of digital services or things with digital properties, especially with regard to guarantees and updates, do not apply.

13.4. If any provision of the Contract or the Terms & Conditions proves to be invalid or unenforceable or subsequently becomes so, this does not affect the validity and enforceability of other provisions of the Contract or the Terms & Conditions. The parties will, without undue delay and at the request of any of the parties, replace the invalid or unenforceable provision with a valid and enforceable provision whose content is as close as possible to the purpose of the invalid or unenforceable provision, even if the invalidity or unenforceability affects a substantial part of the Contract.

13.5. Each of the parties is obliged to notify the other party in writing of changes to all facts, especially identification data and other changes that could affect the proper performance of the Contract.

13.6. All disputes arising from and in connection with the Contract and the Terms & Conditions will be finally decided at the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators according to its rules.

13.7. The Provider is entitled to change and supplement the Terms & Conditions unilaterally. The Provider must inform the Client about all such changes by e-mail or letter or in another agreed way at least 1 month before they become effective. In the event of these changes, the Client is entitled to reject the change to the Terms & Conditions within this period, in which case the current version of the Terms & Conditions will be applied to the Contract until the end of its effectiveness, unless the parties agree otherwise. If the Client does not do so, it hereby expresses its consent to the change of the Terms & Conditions.

Zdeněk Burda

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