

END USER AGREEMENT LICENCE (EULA)

IMPORTANT – READ CAREFULLY:

THIS CONSTITUTES A LEGAL AGREEMENT (“AGREEMENT OR EULA”) BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY HEREINAFTER REFERRED TO AS THE “LICENSEE OR YOU”) AND SOL4U L.T.D. (“SOL4U”) WITH RESPECT TO THE SW PRODUCTS DEFINED BELOW. BY INSTALLING, COPYING, DOWNLOADING OR OTHERWISE ACCESSING THE SW PRODUCTS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOU AS THE LICENSEE AGREE THAT YOU WILL EITHER ACCEPT THIS EULA WITHOUT RESERVATIONS IN FULL OR YOU WILL NOT ACCEPT IT. YOU ALSO AGREE THAT IF YOU DO NOT ACCEPT THIS EULA YOU WILL NOT BE ABLE TO PURCHASE THE PRODUCT OR USE IT. ALL PROVISIONS OF THE EULA SHOULD COMPLY WITH THIS. IF YOU ARE INSTALLING, COPYING, DOWNLOADING OR OTHERWISE ACCESSING THE SW PRODUCTS ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON YOUR EMPLOYER’S BEHALF, AND ALL REFERENCE TO “YOU” OR “YOUR” REFERENCE YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, SOL4U IS UNWILLING TO LICENSE THE SW PRODUCTS TO YOU. IN SUCH EVENT, YOU MAY NOT USE OR COPY THE SW PRODUCTS, AND YOU SHOULD PROMPTLY DESTROY ALL COPIES OF THE SW PRODUCTS AND ACCOMPANYING DOCUMENTATION (“DOCUMENTATION”), OR NOTIFY SOL4U TO OBTAIN INSTRUCTIONS FOR RETURN OF THE UNUSED SW PRODUCTS IN ACCORDANCE WITH ITS RETURN POLICIES. THE SW PRODUCTS IS OFFERED TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THE TERMS CONTAINED HEREIN, AND EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS AGREEMENT.

THE SW PRODUCTS IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. THE SW PRODUCTS IS LICENSED, NOT SOLD.

GRANT.

SOL4U hereby grants to you as licensee, a limited, nonexclusive, nontransferable license,

without right of sublicense, during the Term specified in paragraph below to install and use the SW PRODUCTS (including the Documentation) subject to the terms, conditions and limitations set forth in this Agreement. This license allows you to use the SW PRODUCTS and Documentation for your internal business purposes

RESTRICTIONS.

The rights granted herein are subject to the following restrictions: (I) you may not localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the SW PRODUCTS; (ii) you may not create derivative works based on the SW PRODUCTS or merge the SW PRODUCTS with any third party SW PRODUCTS; (iii) you may not remove, obscure or alter any proprietary notices or labels on the SW PRODUCTS or Documentation; (iv) you may not transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the SW PRODUCTS; (v) you may not give any third party access to the SW PRODUCTS; and (vi) you may not disclose the results of any performance, functional or other evaluation or benchmarking of the SW PRODUCTS to any third party without the prior written permission of SOL4U. Please note that YOU must modify the product for use. In exercising your rights with respect to the SW PRODUCTS you hereby agree to at all times comply with (a) your own policies regarding privacy and protection of user information, and (b) all applicable laws, rules and regulations, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of personal information and data, and applicable export and import control laws and regulations. You agree to indemnify SOL4U against all losses (including reasonable attorneys' fees), liabilities, actions or claims brought by a third party to the extent that such losses, actions or claims arise out of your breach of the immediately foregoing sentence regarding privacy.

INSTALLATION AND ACCEPTANCE.

You are responsible for the installation, implementation and configuration of the SW PRODUCTS on Customer PCs as permitted under this Agreement. Upon your payment of

the product, the license code will be provided and will be used to download it. You must protect the license key as Confidential Information of SOL4U.

LOSS OF LICENSE.

The following reasons can lead to loss, or revocation of a license;

- Transfer free of charge of the licensed product to another person / company
- Commercial distribution of the product without cooperation agreement with SOL4U.
- Transfer free of charge or commercial distribution of any customized modification of the licensed product to another person / company.

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NON-COMPLIANCE WITH LICENSE CONDITIONS

If you the customer fail to comply with applicable regulations or the terms and conditions of this EULA after your acceptance of this EULA, SOL4U may impose additional conditions on you, or we may cancel your license as well as taking legal action for damages as a result of your negligence.

PERSONAL OR FAMILY LICENCE

The licensee expressly acknowledges and agrees that the license granted hereunder can be either personal or family license. For the purpose of this EULA a family license means one including children and parents or parents and children depending on whether the parent or child purchases the family license. You shall have no right to sublicense, assign or otherwise transfer or share your rights under the foregoing license.

LIMITED WARRANTY.

Subject to the terms and conditions of this Agreement, SOL4U warrants that (I) it has the necessary rights to provide you with the license based on the terms and conditions of this Agreement, and (ii) when and as made available to you in accordance with paragraph above, the SW PRODUCTS will contain no Virus. For purposes of this paragraph, "Virus" means any computer code intentionally designed to (a) disrupt, disable, harm or otherwise impede in any manner the proper operation of a computer program or computer system, or (b) damage or destroy any data files residing on a computer system without the user's consent. SOL4U' sole obligation and your exclusive remedy for any breach of the warranty in paragraph 8(ii) will be for SOL4U to use commercially reasonable efforts to correct any reproducible error in the SW PRODUCTS reported to SOL4U by you during such thirty-day period. SOL4U' sole obligation and your exclusive remedy for any breach of the warranty (iii) will be for SOL4U to make available to you at no additional charge a copy of the SW PRODUCTS free of the identified Virus. SOL4U is not responsible and shall have no warranty obligations whatsoever with respect to any SW PRODUCTS that has been modified in any way by anyone other than SOL4U. Basically, WE DO NOT PROVIDE WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BY FACT OR LAW, FOR CUSTOMER MODIFIED PRODUCTS TO THE EXTENT PERMITTED BY THIS EULA.

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LIABILITY LIMITATION.

SOL4U, ITS LICENSORS AND SUPPLIERS WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DATA LOSS WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF ANY REMEDY. SOL4U' CUMULATIVE LIABILITY TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS OF DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SW PRODUCTS, DOCUMENTATION, SERVICES OR REPORTS SHALL NOT EXCEED THE TOTAL FEES YOU PAID TO SOL4U UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE LIABILITY.

CONFIDENTIALITY.

Each party may have access to information that is confidential ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing

at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. SOL4U' Confidential Information shall include, but not be limited to, the SW PRODUCTS, Documentation, formulas, methods, know-how, processes, designs, new products, developmental work, the terms and pricing under this Agreement, and the results of any comparative or other benchmarking tests with respect to the SW PRODUCTS, in each case regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that each party is obligated to treat as confidential and oral information that is identified as confidential. Such obligations of confidentiality shall survive any termination of this Agreement. This obligation of confidentiality does not apply to any information that is or becomes a part of the public domain through no act or omission by the receiving party, was in the receiving party's lawful possession prior to the disclosure without any restriction on disclosure, or is independently developed by the receiving party without use of or reference to such Confidential Information. If the receiving party is required to disclose such Confidential Information to any court or government authority, then the receiving party hereby agrees to provide the disclosing party with sufficient written notice prior to the receiving party's disclosure. Such obligations of confidentiality shall survive any termination of this Agreement.

Each party agrees not to make Confidential Information available in any form to any third party except to employees or agents who are required to know to allow each party to exercise its rights under this Agreement, or to use the Confidential Information for any purpose other than in the performance of this Agreement. You shall not disclose the results of any performance tests of the SW PRODUCTS to any third party. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by employees or agents in breach of this Agreement.

TERM AND TERMINATION.

The term of the SW PRODUCTS license granted hereunder is a permanently valid license issued in connection with the SW PRODUCTS licensed hereunder. Please note that you will lose your license in case you violate any of the stipulated terms of this EULA.

PAYMENT.

You are responsible for making full payment to SOL4U to get the license code to download the product. No other payments will be charged from you.

GOVERNING LAW AND VENUE.

This Agreement will be construed by and governed in accordance with the laws of Czech Republic. The Parties submit to exclusive jurisdiction of the courts of South Moravian Regional Court.

ENTIRE AGREEMENT.

This Agreement, including all Quotes executed by the parties, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals, and representations written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in your purchase order or in any other order documentation of yours shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

MISCELLANEOUS.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by you, whether voluntary or by operation of law, and any such attempted assignment shall be void and of no effect. Notwithstanding the foregoing

sentence, either party may assign this Agreement in connection with a merger, reorganization, acquisition, or sale of all or substantially all of its assets, as long as in your case, the surviving entity is not a competitor of SOL4U. This Agreement shall be binding upon and will inure to the benefit of the parties and their respective heirs, successors, permitted assigns, and legal representatives. You hereby grant SOL4U the right to use your trade name and your corporate logo in connection with SOL4U' promotional materials and to identify you as a customer of SOL4U, and agree that SOL4U may announce this deal in a press release. SOL4U and its licensors and suppliers shall not be liable in any respect for failures to perform hereunder due wholly or substantially to the elements, acts of God, labor disputes, acts restrictions, armed hostilities, riots, acts of terrorism and other events beyond the reasonable control of SOL4U or its licensors or suppliers, and the time for performance of obligations hereunder by SOL4U or its licensors or suppliers subject to such event shall be extended for the duration of such event.