

## LICENCE TERMS

For the use of the computer programme Collabim and related services

### 1. INTRODUCTORY PROVISIONS

- 1.1. These licence terms (**'Licence Terms'**) of the trader Jiří Koutný, Company Registration Number 74347675, with registered office at Táborská 288, 37901 Třeboň (**'Licensor'**) regulate the mutual rights and obligations of the contractual parties arising from and in connection with a Licence Agreement to the Computer Programme "Collabim" (**'Licence Agreement'** and **'Software'**) concluded between the Licensor and another natural or legal person (**'Licensee'**) through the web interface on the website <https://static.oncollabim.com/accounts/new?plan=2> (**'Website'**). The Software is primarily used for recording marketing activities (management of activities aimed at optimisation of internet search engines). A more detailed specification of the functionality of the Software, as well as a technical specification of the Software can be found at <http://www.collabim.com>.
- 1.2. The Licence Terms regulate, in particular, the mutual rights and obligations of the Licensor and the Licensee arising from the grant of a licence to the Software, from the provision of maintenance services relating to the Software to the Licensee, from the operational of the Software on the Licensor's server (hosting services), as well as other rights and obligations of the Licensor and the Licensee.
- 1.3. On the basis of a Licence Agreement, the Software is provided to the Licensee for use exclusively on the Licensor's server, and the Licensor also provides the installation, hosting and operation of the Software under the terms specified below.
- 1.4. In its basic version, the Software, as well as related services, are provided free of charge (**'Basic Version of the Software'**). A fee payable is payable for the provision of the Software with extended functionality and related services (**'Paid for Version of the Software'**). Individual types of provision of the Paid for Version of the Software and related services, as well as the Licensor's remuneration for the provision of each type of the Software and related services, are specified at <http://www.collabim.com/tarify> (**'Service Tariffs'**).
- 1.5. 1.5 Provided the Licensee has not previously used the Basic Version of the Software or one of the Service Tariffs, s/he can use the Software with extended functionality and related services free of charge for thirty (30) days in order to try out the functionality of the Software (**'Trial Use of the Software'**).

### 2. CONCLUSION OF A LICENCE AGREEMENT

- 2.1. The Licensor's proposal to conclude a Licence Agreement is valid for as long as it is being

displayed on the Website. This is without prejudice to the Licensor's freedom to conclude a Licence Agreement on individually negotiated terms.

- 2.2. In order to submit an offer to conclude a Licence Agreement, the Licensee needs to fill in a registration form on the Website. The offer to conclude a Licence Agreement is submitted once the Licensee has ticked a check-box which says "I agree to the Licence Terms" and clicked a "Create account" button. The Licensor shall deem the information provided in the offer to conclude a Licence Agreement to be correct.
- 2.3. A contractual relationship between the Licensor and Licensee arises once the Licensor's acceptance of the offer to conclude a Licence Agreement is delivered to the Licensee.
- 2.4. The Licensee notes that the Licensor is not obliged to conclude a Licence Agreement, in particular with parties who have previously substantially breached a Licence Agreement (including the Licence Terms).
- 2.5. The Licensee agrees to the use of means of remote communication for the purpose of conclusion of a Licence Agreement. Any expenses incurred by the Licensee as a result of the use of means of remote communication in order to conclude a Licence Agreement are payable by the Licensee.

### **3. SUPER-USER ACCOUNT**

- 3.1. A super-user account will be created for the Licensee on the basis of their registration on the Website and conclusion of a Licence Agreement. The super-user account will allow the Licensee to manage the Software and choose between the individual Service Tariffs.
- 3.2. When registering in the web interface, the Licensee shall provide only true and correct information. If the information changes, the Licensee shall update the details provided in their super-user account accordingly. The Licensor shall deem the information provided in the super-user account to be correct.
- 3.3. Access to the super-user account is secured by a super-username and a password. The Licensee shall keep any information needed in order to access their super-user account confidential. The Licensee notes that the Licensor shall not be liable for any breach of this obligation by the Licensee.
- 3.4. The Licensee is not entitled to allow third parties to use their super-user account.
- 3.5. The Licensor may deactivate a super-user account for a maximum period of one week, in particular if the Licensee has breached their obligations arising from Clauses 6 and 12 of a Licence Agreement. In the event of a repeated breach by the Licensee of the obligations laid down by Clauses 6 and 12 of a Licence Agreement, the Licensor is entitled to completely

cancel the super-user account. The Licensee notes that if their super-user account is cancelled, all data entered into the Software by the Licensee may be removed.

- 3.6. The Licensee notes that a super-user account may not be accessible continuously, in particular due to essential maintenance of the Licensor's or third parties' hardware and software.

#### 4. SUBJECT-MATTER OF A LICENCE AGREEMENT

- 4.1. In a Licence Agreement, the Licensor undertakes to provide to the Licensee an entitlement to exercise the right to use the Software (a licence) in the manner and extent specified in Clause 4.2 of the Licence Terms.
- 4.2. In a Licence Agreement, the Licensor further undertakes to provide to the Licensee maintenance services for the Software and to ensure the operation of the Software on the server to a basic extent (hosting services), both in accordance with Clause 10 and following of the Licence Terms.
- 4.3. In a Licence Agreement, the Licensee undertakes to pay to the Licensor remuneration as specified in a Service Tariff for the grant of a licence to the Software according to Clause 4.1 of the Licence Terms, as well as for the provision of maintenance and hosting services according to Clause 4.2 of the Licence Terms. This does not apply to the use of the Basic Version of the Software or using the Software during a trial period.

#### 5. SOFTWARE LICENCE

- 5.1. The licence granted by the Licensor to the Licensee is non-exclusive.
- 5.2. The Software licence is granted without territorial limitation (Clause 5.3). The Licensor's server, on which a copy of the Software will be saved, shall be situated in the Czech Republic.
- 5.3. The Licensee shall be entitled to use a copy of the Software made on the Licensor's server, as well as use the Software by communicating this copy to the public via the internet. The Licensee shall thus be particularly entitled to use a copy of the Software necessary for uploading and saving the Software in a computer memory – server, as well as for displaying, operation and transmission on the internet. The Licensee may exercise the right arising from this Clause exclusively through the Licensor and on a server designated by the Licensor.
- 5.4. End users, who may access and use the functions of the installed Software, may include third parties for whom the Licensee has created user access to the Software ('**End Users**' or individually as '**End User**').
- 5.5. The Licensee acquires the licence at the conclusion of a Licence Agreement. Unless

a particular Service Tariff specifies otherwise, a Software licence is granted for a period of seventy (70) days. The maximum period for which a Software licence may be granted is the duration of a Licence Agreement. Once the licence has expired, the Licensee shall stop using the Software.

- 5.6. The extent of the use of the Software is specified separately for each Service Tariff. While a Licence Agreement is in effect, the Licensee may change the version of the service from the Basic Version of the Software to the Paid for Version of the Software, as well as change a Service Tariff of the Paid for Version of the Software. The Licensor may refuse to implement a change of the version of the service or a Service Tariff. A change of a version of the service or a Service Tariff may be practically limited by the Software features. The extent of the use of the Software may be limited by the technical means of protection of the Licensor's rights.
- 5.7. The Licensee is entitled to use the Software only for the purpose arising from a Licence Agreement and in accordance with the function of the Software. Using the Software by means of automated processes or robots is not allowed.
- 5.8. The Licensee is not obliged to use the licence.
- 5.9. The Licensee shall not grant the entitlements comprised in a licence, whether as a whole or in parts, to a third party without a prior written consent of the Licensor (grant sub-licences). The Licensee shall not transfer the rights and obligations arising from a licence to a third party without a prior written consent of the Licensor.
- 5.10. If the Licensor modifies the Software by way of patches, updates or upgrades or other alterations, a licence is granted also to the modified Software.

## **6. THE LICENSEE'S USE OF THE SOFTWARE**

- 6.1. The Licensee shall be provided with a copy of the Software by means of its activation on the Licensor's server.
- 6.2. The Licensee acknowledges that the Software is protected by the rights of an author. The Licensee undertakes not to engage in any activities which could allow the Licensee or third parties to use the Software in an unauthorised manner.
- 6.3. Unless otherwise laid down by generally binding legislation, the Licensee is not entitled to modify and/or decompile the Software.
- 6.4. The Licensee is not entitled to bypass, remove or limit mechanisms used for the protection of the rights of the Licensor or any information concerning the rights of an author relating to the Software.

- 6.5. The Licensee notes that proper use of the Software may require cooperation with other computer programmes. The Licensee notes that the use of these other computer programmes is governed by specific contractual agreements with the bearers of the rights to these computer programmes.
- 6.6. The Licensee is not entitled to remove from the Software the logo or any other marking of the Licensor, with the exception of tools available within the administrative interface of the Software.

## 7. PAID FOR VERSION OF THE SOFTWARE

- 7.1. The amount of the Licensor's remuneration shall be specified in a Licence Agreement according to the contracted Service Tariff. This clause is without prejudice to the Licensor's right to grant a licence or provide related services on different terms.
- 7.2. The terms of payment of the licence remuneration are specified in Clause 8 of the Licence Terms.
- 7.3. The Paid for Version of the Software is activated after the conclusion of a Licence Agreement. If the Licensee does not pay the licence remuneration within three (3) days of its due date (Clause 8.2), the Licensor is entitled to withdraw from the Licence Agreement.
- 7.4. The Licensor may inform the Licensee that the period of the Trial Use of the Software is due to expire, most often five (5) days before the end of the period of the Trial Use of the Software. If the Licensee wants to terminate the effect of a Licence Agreement, s/he may do so in accordance with Clause 17.4 of the Licence Terms.

## 8. PAYMENT CONDITIONS

- 8.1. The Licensor's remuneration is payable monthly, with the payment period commencing on the day when the first (1) monthly remuneration became due (**'Accounting Month'**). The first monthly remuneration becomes due for payment to the Licensor:
  - 8.1.1. On the first (1) day after the conclusion of a Licence Agreement; or
  - 8.1.2. On the first (1) day after the day on which the version of the service was changed from the Basic Version of the Software to the Paid for Version of the Software; or
  - 8.1.3. On the first day after the day on which the period of the Trial Use of the Software expired.
- 8.2. The Licensor's remuneration is payable within fourteen (14) days from the beginning of the

Accounting Month for which the Licensor's remuneration is being paid.

- 8.3. The Licensor's remuneration is payable by bank transfer to the Licensor's bank account with Československá obchodní banka, a. s., account no. 213190506/0300 (**Licensor's Bank Account**). Before the Licensor's remuneration is paid, the Licensee may be sent an advance invoice in electronic form to their e-mail address specified in their super-user account.
- 8.4. In the event of a change of a Service Tariff, the Licensor's remuneration shall be determined on the basis of the Service Tariff used by the Licensee on the first (1) day of the respective Accounting Month.
- 8.5. The Licensor is not a Value Added Tax (**VAT**) taxpayer. In the event that the Licensor becomes liable for the payment of VAT, VAT shall be added to all payable amounts in accordance with generally binding legislation.
- 8.6. The Licensee shall pay the Licensor's remuneration stating the variable symbol of the payment. The Licensee's obligation to pay licence remuneration is satisfied once the Licensor's Bank Account has been credited with the relevant amount.
- 8.7. The Licensor shall issue to the Licensee a receipt of a tax-deductible expenditure – an invoice in respect of all payments made on the basis of a Licence Agreement. The Licensor shall issue a receipt of a tax-deductible expenditure – an invoice to the Licensee and shall send it to the Licensee's e-mail address specified in their super-user account once licence remuneration has been paid. Upon the Licensee's request, the Licensor shall send to the Licensee a hard copy of a receipt of a tax-deductible expenditure – an invoice.
- 8.8. In the event of the Licensee's default with the payment of remuneration in accordance with a Licence Agreement, the Licensor becomes entitled to interest on late payment amounting to 0.05% of the amount owed for each day of the default. The amount of the interest on late payment is agreed on by the contractual parties taking account of the individual circumstances of the matter within the meaning of s. 369a of Act no. 513/1991 Coll., Commercial Code, as amended. In the event of the Licensee's default with the payment of remuneration in accordance with a Licence Agreement, the Licensor may limit the Licensee's access to the Software, as well as the access to their super-user account (deactivate the super-user account).
- 8.9. In the event of the Licensee's default with the payment of remuneration in accordance with a Licence Agreement, the Licensor further becomes entitled to a one-off payment of a contractual penalty amounting to CZK 1.000 (one thousand Czech Crowns).

## 9. BASIC VERSION OF THE SOFTWARE

- 9.1. When using the Basic Version of the Software, each person can use only one (1) super-user account. The Licensor may cancel a super-user account created by the Licensee within the

Basic Version of the Software, in particular if the Licensee does not use their super-user account for more than sixty (60) days. The Licensee notes that if their super-user account is cancelled, all data entered into the Software by the Licensee may be removed.

- 9.2. The Licensee notes that when using the Basic Version of the Software, the Software may display advertisements of the Licensor or third parties.
- 9.3. When changing the version of the service from the Basic Version of the Software to the Paid for Version of the Software, the Licensee shall not be able to take advantage of the Trial Use of the Software. A change of the version of the service according to the previous sentence gives rise to the right of the Licensor to receive remuneration for the first (1) Accounting Month.

## 10. MAINTENANCE AND HOSTING SERVICES

- 10.1. While a Licence Agreement is effective, the Licensor shall provide to the Licensee the following maintenance services:
  - 10.1.1. Patches, updates or upgrades of the Software to an extent and within a timeframe set at the Licensor's discretion; the Licensor is not obliged to carry out these modifications;
  - 10.1.2. Back-up of the Licensee's data on a daily (1 day) basis; for the purposes of a back-up in accordance with a Licence Agreement, 'data' shall mean the data entered into the Software by the Licensee;
  - 10.1.3. Basic technical support by e-mail, as well as technical support via a public discussion board to an extent set at the Licensor's discretion.
- 10.2. On the basis of a Licence Agreement, the Licensor shall further provide to the Licensee basic hosting services necessary for the operation of the Software on the internet. Hosting services thus mean ensuring access of End Users to the Licensor's server on which the Software is situated via the internet under the http or https protocols, as well as ensuring the operation of the hardware and relevant computer programmes necessary for the operation of the Software.
- 10.3. Maintenance services according to Clause 10.1 of the Licence Terms and hosting services according to Clause 10.2 of the Licence Terms are hereinafter collectively referred to as '**Operational Services**'. Operational Services and the Licensee's use of the Software are hereinafter collectively referred to as '**Service**'.

## 11. PROVISION OF OPERATIONAL SERVICE

- 11.1. Licensor does not have to provide Operational Services in the event that their provision is

prevented by difficulties on the part of the Licensee or third parties. The Licensor thus does not have to provide Operational Services, in particular, in the event of electricity outages, data network outages, other disruptions caused by third parties or *vis major*.

- 11.2. The Licensor may implement measures for the purpose of prevention of outages, limitations, interruptions or decreases in the quality of the Services. In connection with this right, the Licensor may, whether it is planned or unplanned, shut down the provision of Operational Services for the purpose of checking, maintaining or changing hardware or setting or changing the Software or other computer programmes.
- 11.3. Provision of Operational Services may be subject to outages, temporary limitations, interruptions or decreases in the quality of these Services.
- 11.4. If a disruption in the provision of Operational Services is caused by the Licensee, the Licensee undertakes to reimburse the Licensor for any expenses incurred in fixing the disruption. Expenses incurred in fixing the disruption are otherwise borne by the Licensor.
- 11.5. The Licensor also uses third parties to provide Operational Services and the Licensee agrees to this.

## **12. THE LICENSEE'S USE OF THE SERVICE**

- 12.1. Unless provided otherwise, the Licensee shall not be entitled to allow third parties to use the Service without the Licensor's prior written consent. Clause 5.4 of the Licence Terms is not hereby affected. In the event that the Licensee breaches this obligation and a third party causes the Licensor to suffer loss, the Licensee undertakes to compensate the Licensor for this loss.
- 12.2. Licensee shall not use the super-user account or the Service in a way which would excessively limit other customers of the Licensor in their use of the Services or excessively limit the Licensor. In particular, the Licensee shall not burden the Licensor's server hosting the Software with automatic requests outside the interface designated for this function.
- 12.3. The Licensee shall not save information and/or allow the transmission of information within the Service the content of which is contrary to generally binding legislation effective in the Czech Republic, in particular content which, if made accessible to the public, would:
  - 12.3.1. Infringe on the rights of an author, rights related to the rights of an author belonging to third parties or other intellectual property rights;
  - 12.3.2. Breach laws for the protection against hate towards a nation, ethnic group, race, religion, class or another group of persons or limitation of rights and freedoms of their members;

- 12.3.3. Violate rights to the protection of economic competition.
- 12.4. The Licensee shall not save information and/or allow the transmission of information within the Service the content of which is pornographic or it contains links to pornographic material.
- 12.5. The Licensee shall not save information within the Service which noticeably resembles the services or applications of third parties for the purpose of confusing or misleading internet users (phishing).
- 12.6. The Licensee shall not save information within the Service which damages the reputation or legitimate interests of the Licensor (including hypertext links to content which damages the reputation or legitimate interests of the Licensor).
- 12.7. The Licensee shall not spread computer viruses within the Service.
- 12.8. When using the Service, the Licensee shall not use mechanisms, tools, programmes or processes which have or may have a negative effect on the operation of the Licensor's equipment or safety of the internet or internet users.
- 12.9. The Licensee acknowledges that in accordance with s. 5 of Act no. 480/2004 Coll., On Some Services of Information Society and on the Amendment of Some Statutes (Act on Some Services of Information Society), the Licensor shall not be liable for the content of the information saved by the Licensee. The Licensee further acknowledges that the Licensor shall not be liable for any unlawful acts of the Licensee (breach of trademark rights, breach of trade name rights).
- 12.10. In the event of any third party asserting their rights against the Licensor in connection with saving or transmitting information saved or transmitted by the Licensee within the Service, the Licensor shall be entitled to immediately remove the content of the information saved or transmitted by the Licensee within the Service. In the event that any third party asserts their rights in connection with the performance of a Licence Agreement, the Licensee undertakes to hand over to the Licensor without undue delay any documentation and materials necessary for a successful defence of the third party's claim. In the event that this third party claims that saving or transmitting information saved or transmitted by the Licensee within the Service has breached their rights, in particular rights to objects protected by the rights of an author, or constituting unfair competition, the Licensee undertakes to reimburse the Licensor for any legitimate expenses incurred by the Licensor in connection with a dispute with such third party.

### **13. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES**

- 13.1. In his relationship to the Licensee, the Licensor is not bound by any codes of conduct within the meaning of s. 53a (1) of Act no. 40/1964 Coll., Civil Code, as amended ('**Civil Code**').

- 13.2. The Licensee shall ensure compliance with the Licence Terms also on the part of End Users. In the event that an End User breaches the Licence Terms, the Licensee shall be liable to the Licensor in the same way as if the Licensee breached the Licence Terms him/herself.
- 13.3. The Licensor is entitled to use the trade or another name of the Licensee for marketing purposes in the form of references in all types of promotional materials (irrespective of the form of these promotional materials or means by which they are communicated).
- 13.4. The Licensee shall not disseminate information damaging the Licensor's reputation or legitimate interests (including dissemination of hypertext links to content, which damages the reputation or legitimate interests of the Licensor).

#### **14. LIABILITY FOR DEFECTS, LIABILITY FOR LOSS**

- 14.1. The Licensee acknowledges that the Software and Operational Services are not suitable for use in operations where big or substantial damage is likely to occur and that the Licensor shall not be liable for the results of activities for which the Software and Operational Services are used. The Licensee notes that errors may occur in the use of the Software and Operational Services.
- 14.2. The Licensor further notes that the non-existence of a functional characteristic of the Software, which is not expressly listed in the Software specification, shall not be considered to be a defect.
- 14.3. The Licensee is obliged to check the functionality of the Software without undue delay after the Software is made accessible.
- 14.4. The Licensee acknowledges that the Licensor is not liable for defects of the Software resulting from unauthorised interference with the Software or use of the Software contrary to the specification of the Software by the Licensee or third parties.
- 14.5. The Licensee further acknowledges that unless contracted otherwise, the Licensor shall not be liable for the functionality of the Licensee's data network, functionality of a public data network, functionality of the Licensee's hardware, data back-up by the Licensee, the state of other software used by the Licensee or potential interference by third parties with other software used by the Licensee.
- 14.6. In the event of the Licensee suffering loss in connection with the Licensor's liability for defects of the Software or Operational Services, the contractual parties have agreed, taking account of the terms of the grant of the licence, limitation of compensation for this eventual loss including loss of profits so that the total compensation for loss shall not exceed the amount of remuneration in reality paid by the Licensee to the Licensor for the previous two (2) Accounting Months. The contractual parties state, taking account of all circumstances of

the conclusion of a Licence Agreement, that the total foreseeable loss, which may be incurred by the Licensee due to defects of the Software and Operational Services, shall not exceed the amount of remuneration in reality paid by the Licensee to the Licensor for the previous two (2) Accounting Months.

- 14.7. The Licensee acknowledges that the Licensor shall not be liable for errors of the Service resulting from interference by third parties with the web interface or super-user account or from using the web interface or super-user account contrary to its purpose.

## **15. CONFIDENTIALITY**

- 15.1. Unless agreed otherwise by the contractual parties in writing, all information which forms or could form part of the Licensor's trade secret shall be considered to be confidential. Confidential information thus includes principles, methods and processes on which the Software (including the source code of the Software) or other technical know-how of the Licensor is based.
- 15.2. The Licensee undertakes not to disclose confidential information. Without a written consent of the Licensor, the Licensee shall not use confidential information for themselves or third parties if this would be contrary to the Licensor's interests. The Licensee undertakes to ensure compliance with obligations arising from this clause also on the part of their employees, agents, authorised representatives, members, members of authorised representatives, members of their board of directors, partners and other persons who may have access to the Software.
- 15.3. The Licensor shall not access information entered into the Software by the Licensee, unless this is necessary for ensuring the operation of the Software or Operational Services. The Licensor undertakes not to disclose information described in the previous sentence.
- 15.4. Information which has become known to the public without any fault on the part of the receiving party shall not be considered to be confidential information according to this clause.
- 15.5. The provisions of this clause (Clause 15) shall not be affected by the termination of the effect of a Licence Agreement (for whatever reason). The effect of this clause shall not end sooner than seven (7) years after the termination of the effect of a Licence Agreement.

## **16. PERSONAL DATA PROTECTION AND SENDING OF COMMERCIAL COMMUNICATION**

- 16.1. Protection of personal details of the Licensee, who is a natural person, is provided for by Act no. 101/2000 Coll., on Personal Data Protection, as amended.

- 16.2. The Licensee hereby consents to the processing of the following personal details: forename, surname, e-mail address and photographs (collectively '**Personal Details**').
- 16.3. The Licensee consents to the processing of the Personal Details by the Licensor for the purpose of administration of the super-user account, keeping a record of former customers, exercise of rights and obligations arising from a Licence Agreement and sending information and commercial communications to the Licensee.
- 16.4. The Licensee acknowledges that s/he is obliged to provide correct and true Personal Details (when registering, in their super-user account) and that s/he is obliged to reflect any changes of their Personal Details in their super-user account without undue delay.
- 16.5. The Licensor may delegate the processing of Personal Details to a third party as a processor. The Licensor shall not pass on the Licensee's Personal Details to third parties without the Licensee's prior consent.
- 16.6. Personal Details shall be processed for an indefinite period of time. Personal details shall be processed in electronic form in automatic manner or in print form in non-automatic manner.
- 16.7. The Licensee confirms that the provided Personal Details are accurate and that s/he has been informed that the provision of the Personal Details is voluntary. The Licensee declares that s/he has been informed that s/he can withdraw their consent with the processing of Personal Details by the Licensor by a written notification delivered to the Licensor's address.
- 16.8. In the event that the Licensee suspects that the Licensor or processor (Clause 16.5) is processing their Personal Details contrary to the protection of the private and personal life of the Licensee or contrary to the law, in particular if the Personal Details are inaccurate in relation to the purpose of their processing, the Licensee may:
- 16.8.1. Request that the Licensor or the processor provides an explanation;
- 16.8.2. Request that the Licensor or the processor rectifies the situation. In particular, this may include blocking, correcting, supplementing or disposing of Personal Details. If the Licensee's request according to the previous sentence is found to be legitimate, the Licensor or processor shall rectify the situation without undue delay. If the Licensor or processor does not comply with this request, the Licensee is entitled to approach the Office for Personal Data Protection directly. The Licensee's right to approach the Office for Personal Data Protection directly with their concern is not affected by this provision.
- 16.9. If the Licensee requests information relating to the processing of their Personal Details, the Licensor is obliged to provide such information. The Licensor is entitled to demand adequate reimbursement for the provision of information according to the previous sentence not

exceeding the necessary costs of the provision of such information.

- 16.10. The Licensee consents to the sending of information relating to the Licensor's products, services or business to the Licensee's e-mail address. The Licensee further consents to the Licensor sending commercial communication to the Licensee's e-mail address.

## **17. DURATION OF A LICENCE AGREEMENT**

- 17.1. A Licence Agreement enters into effect at its conclusion.
- 17.2. Unless specified otherwise in a Service Tariff, a Licence Agreement is concluded for an indefinite period of time.
- 17.3. The Licensor is entitled to repudiate a Licence Agreement, in particular if he has decided to terminate the provision of the Service. A repudiation of a Licence Agreement shall be effected by the Licensor sending a notification to the Licensee's e-mail address specified in their super-user account or by posting an electronic notice within the Software. A Licence Agreement shall terminate sixty (60) calendar days after repudiation of the Licence Agreement by the Licensor.
- 17.4. The Licensee is entitled to repudiate a Licence Agreement at any time with effect at the end of the Accounting Month by either delivering a written repudiation to the Licensor or by a factual action within the Software – cancelling the Licensee's super-user account. The Licensee's obligation to pay the Licensor's remuneration to which the Licensor has become entitled while the Licence Agreement was effective is not hereby affected. The Licensee notes that if their super-user account is cancelled, all data entered into the Software by the Licensee may be removed.

## **18. WITHDRAWAL FROM A LICENCE AGREEMENT**

- 18.1. A Licensee, who is a consumer within the meaning of s. 52 (3) of the Civil Code, is in accordance with s. 53 (8) a) of the Civil Code entitled to withdraw from a Licence Agreement only before the Licensor has started to perform the Licence Agreement. The Licensee agrees to the Licensor starting to perform the Licence Agreement immediately after its conclusion.
- 18.2. The Licensor may withdraw from a Licence Agreement in the event that the Licensee breaches their obligation arising from the Licence Agreement (including the Licence Terms) or infringes on the rights of author relating to the Software.

## 19. FINAL PROVISIONS

- 19.1. The parties hereby agree that if a legal relationship arising from a Licence Agreement contains an international (foreign) element, this relationship shall be governed by Czech law.
- 19.2. Commercial disputes about the rights and obligations arising from a Licence Agreement or in connection with it shall be decided by the District Court in Jindřichův Hradec in cases where a District Court has subject-matter jurisdiction in first instance and by the Regional Court in České Budějovice where a Regional Court has subject-matter jurisdiction in first instance.
- 19.3. It is possible to agree on provisions divergent from the Licence Terms in a special Licence Agreement contracted in writing. Divergent provisions contained in a special Licence Agreement override the provisions of the Licence Terms.
- 19.4. The provisions of the Licence Terms form an inseparable part of a Licence Agreement. The Licence Terms and a Licence Agreement shall be drawn up in the Czech language. A Licence Agreement may be concluded in the Czech language.
- 19.5. The Licensor may amend the Licence Terms. Rights and obligations arising from the previously effective version of the Licence Terms shall not be affected by this provision.
- 19.6. The Licensor is entitled to grant licences on the basis of a Trade Licence. The Licensor's activities are not subject to any other permissions.
- 19.7. If the Licensee ceases to exist, rights and obligations from a Licence Agreement pass on to their legal successor.
- 19.8. If a provision of the Licence Terms is or becomes invalid or ineffective, it shall be replaced by a provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity of the rest of the provisions. Amendments to a Licence Agreement or the Licence Terms must be made in writing.
- 19.9. A Licence Agreement including the Licence Terms is archived by the Licensor in electronic form and it is not accessible.
- 19.10. The Licensor's contact details are displayed at <http://www.collabim.com/o-nas>.

In Prague on 3. 2. 2010

Jiří Koutný