

LICENSE AGREEMENT

I. OPENING PROVISIONS

In line with § 46 and following of the Czech Copyright Law (zák. č. 121/2000 Sb., o právu autorském), this license agreement (hereafter „agreement“) is an agreement between the owner of the license (entitled by buying a software product and hereafter „user“) and the software author (Miroslav Hon, IČ01425161, www.sreportings.com) as the license provider (hereafter „provider“).

The software product (hereafter „software“) comprises of software (MS Excel file), electronic handbook, and may include other electronic or printed materials.

The agreement comes into force at the moment of either downloading the software from www.sreportings.com, <http://www.smart-reporting-solutions.cz> or <http://www.smares.cz>, or its installation, or a transfer of the license, or using the software.

The provider grants the user a license for using the software in the extent defined by this agreement. The license based on this agreement does not entitle the user to handle the software in other ways than this agreement allows or than what follows from the current legal order.

II. OBJECT OF THE LICENSE

Following rights for using the software are granted based on this agreement: The user may install the software, open, run, view, or use the software in other ways (hereafter “use”) only on as many computers and only in such extent as defined in the license(s) he/she is granted. By “computer”, we mean a workstation, PC, terminal, other electronic equipment or other electronic device on which the software can be accessed.

1. GRANTING THE LICENSE.

It is allowed to use the software within one of the following license types:

A. BASIC LICENSE – ONE INSTALLATION LICENCE.

This license entitles to install one copy of the product only, on a server, workstation or other electronic equipment, from which it may be accessed by unlimited number of users. Basic licenses are typically issued for specialized report (dashboard) which is then accessed by multiple users. Additional licenses are required for further use of the software, such as for design of other specialized reports/dashboards.

B. MULTILICENSE – LICENSE FOR UNLIMITED NUMBER OF INSTALLATIONS / COPIES.

This license entitles to install the software on unlimited number of servers, workstations and other electronic equipment. It enables unlimited software use, for unlimited number of users.

2. PRODUCT UPGRADE, UPDATE.

By “updating” the product, we mean replacing the software product or a part of the product with a more recent version. Updated products are sold by the seller as new products and the owner of the

license is obliged to agree to a new contract in order to be able to use it. Software products of the seller are sold under provisions of the License Agreement valid at the time of their release.

3. THIRD PARTIES AND SOFTWARE USE.

It is not allowed to rent the software to other users, to share it, to resell it, to lend it, to provide license(s) to other subjects for further commercial use. Other subjects may use the product only in case they ensure operational needs of the owner of the license and the license is installed on owner's devices only (e.g. an external analyst using the dashboard).

4. LICENSE TRANSFER TO THIRD PARTIES

Transfer of the license is allowed only with a previous written consent of the provider. The owner of the license may then transfer all the rights and obligations stemming from this agreement, while respecting the provider's Terms of Service. In cases of granting the consent for license transfer, the original owner is obliged to remove the software from all his/her devices on the day of the transfer at the latest.

5. RIGHTS RESERVATION.

The license is granted as non-exclusive. All rights that are not explicitly granted to user in this agreement are reserved by the provider.

6. SOFTWARE BREAKDOWN AND ANALYSIS ARE **NOT ALLOWED**.

The owner of the license or users may not in any way use or take advantage of the know-how, structure, processes, algorithms or used methods, on which the software is based, even if he/she gained them during the authorized use of the software, except necessary use in order to reach mutual functional connection other computer programs.

This know-how may not be used for development, design or for any commercial use within another computer program or for any other act breaching the Copyright Law and/or damaging commercial interests of the provider.

7. LICENSE PRICE.

License for the software is provided for a charge, except for marketing campaigns and promotional offers of the provider. Price of providing the software license is listed in the provider's valid product price list.

III. WARRANTY CONDITIONS

The entitlement to warranty comes into effect upon purchasing the product on the seller's website or upon purchasing the product from the seller directly. Software is granted unlimited warranty during the 24 months from the date of product delivery, except for software and hardware incompatibility issues occurring after the product was developed.

Warranty also does not cover software versions provided free of charge.

The seller guarantees a fully-ranged functioning of the software only under the condition that minimum system requirements are met. Minimum system requirements for each version of the product are listed on the seller's website www.sreportings.com.

The seller is only responsible for fully-ranged functioning of the most recent versions of the product. The seller is not obliged to technically support, development or maintenance of older versions of the product. The seller is not responsible for defects of the older versions of the product and for their possible incompatibility with new software or hardware facilities of the user.

User handbook has been created for more versions of the software and therefore may describe more functionalities than the product. The purchaser cannot place warranty claims based on missing functionalities that are not listed in the product description, even if they are described in the handbook. The user is responsible for getting acquainted with the user handbook and clarifying possible discrepancies via e-mail address info@sreportings.com.

The user is obliged to backup relevant data regularly, check and archive the backups. The provider does not bear responsibility for data loss or damage of data contained in the software. The provider is in no way responsible for data viewed in the software or for decisions based on the data presented using the software.

The purchaser cannot place warranty claims based on legislative changes that the seller could not be aware of at the moment of purchase.

The seller is not responsible for correct functioning of the product, if it is run on a wrongly configured computer or in the environment of wrongly setup IT infrastructure (network). The seller is not responsible for correct functioning of the product, if it is run on a computer along with other programs that prevent correct functioning of the product.

Warranty claims based on issues caused by accident, force majeure, improper use of the product or using the product on unsupported device or in combination with malignant software, or in combination with hardware or software which negatively affect functioning of the product.

IV. COPYRIGHT LAW

The provider is a sole bearer of all property rights and copy rights to the software (including all contained views, animations, videos, images, sounds, texts). The user may print out electronic handbook or particular views of the software for internal use only.

V. LICENSE CANCELLATION

The license agreement can be cancelled by mutual consent between the provider and the user. The license is valid for indefinite period, if not stated otherwise.

In the event of breaching one or more provisions of the license agreement by the user, the provider is entitled to cancel the agreement unilaterally, in writing. The cancellation comes into force at the moment of its delivery. Cancelling the agreement does not entitle the user to any compensation and the user's obligation to pay full price for the product remains unchanged.

All the rights to use the software are withdrawn at the moment cancellation of the agreement takes effect, and the user is therefore obliged to remove all installations of the software from all devices where it has been installed.

VI. DAMAGE LIABILITY

The provider does not bear the responsibility for neither direct nor indirect damage (such as lost profit, loss of information, or any other damage), even if its occurrence is linked to the use or inability to use the software, and even if the provider is determined as possible initiator of the damage.

The provider does not bear responsibility for correctness and completeness of software outputs if they are transferred to third parties (such as government, public institutions, business partners, etc.).

The provider is liable for any damage whatsoever only to the extent of the price paid for the license by the user, no matter the extent of warranty or damage claims.

VII. PERSONAL DATA

Based on this license, the provider is entitled to collect, store and save personal data of the user through the validity of the license, or through the validity of other agreements between the user and the provider.

By agreeing to this license agreement (purchasing or installing the product), the user grants agreement to receive information regarding the software and related services, in the form of commercial communication both electronically and via regular mail. The user can withdraw his/her agreement to this communication via e-mail at info@sreportings.com.

Technical information provided by the user during development and testing the software may be used by the provider for further development of the software and further commercial use.

The provider is obliged to all the commercial data used during the software development or within the software itself will remain strictly trade secret, it will not be disclosed to any third party, it will not be used in further business activities the provider, and it will not be handled without a consent of the user.

IX. CONCLUDING PROVISIONS

This agreement complies with (and its subjects abide by) the Czech Legal Order, especially Czech Copyright Law, and Czech Commercial Code in their currently valid wordings.

All potential amendments to this agreement can only take effect by mutual written consent by both parties. The agreement can be cancelled by mutual consent between the provider and the user in writing only.

Should any of the provisions contained in the agreement become invalid, and should the nature of such provision not preclude it, other provisions remain valid and unchanged. In such case, both parties of this agreement are obliged to replace the invalid provision with a new valid provision so that it corresponds the original intension of the invalid provision as much as possible. Until such provision is agreed upon by both parties, a corresponding provision of generally accepted binging legal norms of the Czech Republic are applied.

All written documents addressed to the provider must be sent exclusively to: info@sreportings.com.

This license agreement is valid from January 2013.