

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.

3. **The License.** 24U hereby grants you a non-exclusive License for Using the Software under the terms as follows. The License is granted to you either as an **End User License** (3.1.) or as a **Developer License** (3.2.) or as a **Server License** (3.3.). Unless agreed otherwise, the License granted under this Agreement is the End User License.

3.1. **End User License.** If you purchased the End User License, you may Use the Software only to your personal needs, internal needs of your business or internal needs of your non-profit activity. You may not copy or reproduce the Software, unless it is necessary for proper Use of the Software in accordance to its purpose and function. The End User License is granted either as a **Regular End User License** (3.1.1.) or as a **Subscription End User License** (3.1.2.) or as a **Volume End User License** (3.1.3.) or as a **Site End User License** (3.1.4.). Unless agreed otherwise, the End User License granted under this Agreement is the Regular End User License.

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 concurrently, including access through LAN or other technology enabling remote access (unless agreed otherwise). The License is granted as perpetual (unless terminated in accordance with this Agreement). 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. **Subscription End User License.** On the basis of the Subscription End User License, 1 (one) Copy of the Software may be Used by 1 (one) User concurrently, including access through LAN or other technology enabling remote access (unless agreed otherwise). The License is granted for the period of 1 (one) year, unless agreed otherwise; for prolongation of the License you have to pay a prolongation fee according to the 24U’s pricelist prior to expiration of the License. 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.

3.1.3. **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) concurrently, including access through LAN or other technology enabling remote access. The License is granted as perpetual (unless terminated in accordance with this Agreement). The License includes the Maintenance for the period of 1 (one) year, unless agreed otherwise.

3.1.4. **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. The License is granted as perpetual (unless terminated in accordance with this Agreement). The License includes the Maintenance for the period of 1 (one) year.

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.).

3.2.1. Unless agreed otherwise, you may Use the Software in one or more Developer Software solutions used by an unlimited number of your Customers. You have the right to distribute the Software to your Customers (and grant sublicenses to your Customers to Use the Software) within the Developer Software and in accordance with its purpose and function, provided that you ensure that on the basis of each sublicense (i) Customers may Use the Software exclusively internally, (ii) Customers may Use no more 20 (twenty) Copies of the Software, and (iii) the Software may not be accessed by more than 20 (twenty) Users concurrently at each Customer; these numbers include access through LAN or other technology enabling remote access. The above-mentioned arrangement applies, unless agreed otherwise.

3.2.2. If the Developer License under this Agreement is granted to scripting additions, you may Use them in script bundles or application bundles you develop, without limitation by number of Copies or Customers. For that purpose you may distribute the scripting additions to your Customers (and grant non-exclusive sublicenses to your Customers for Use of the scripting additions) within your script bundles or application bundles and in accordance with their function. For scripting additions bundling, the 24U OSAX Bundler is designated. You may not Use the scripting additions in other way than provided in this point (point 3.2.3. shall remain unaffected). The above-mentioned arrangement applies, unless agreed otherwise.

3.2.3. You may Use the Software also internally for developing, testing or maintaining the Developer Software. For these purposes, you may Use no more than 5 (five) Copies of the Software and no more than 5 (five) Users may Use the Software concurrently. You may not grant sublicenses to the Software under this point. You may make one backup Copy of the Software for storage purposes; the backup Copy may not be installed on any Computer or Used.

3.2.4. The sublicenses you grant to the Customers shall be based on a written agreement which shall provide at least that (i) the Software is licensed not sold and the title to the Software remains with 24U, (ii) the sublicense is granted as non-exclusive and royalty-free (apart from the price of the Developer Software license), (iii) the Customer may not grant further sublicenses to the Software (end-customer), (iv) the Software can be used only within the Developer Software in which it is incorporated or with whom it is bundled, unless an additional license is granted by 24U; the agreement shall further provide restrictions and limited warranty disclaimer substantially similar to those provided in this Agreement. The Developer Software shall not compete with the Software. You shall ensure compliance with the terms of the sublicense also through technical means, which you shall employ in the Developer Software. You are solely responsible for providing technical support to the Customers and you may not advise any Customer to contact 24U for technical support regarding the Software or Developer Software.

3.2.5. You shall include the following notice in the Developer Software's "about" screen and in any documentation accompanying the Developer Software: "Sublicensed product [product name] utilized in this solution is copyright © 2000-2012 24U Software. All rights reserved." If you wish to disable 24U's splash dialogs in the Developer Software, 24U enables you to inactivate the dialog if you prove that you comply with 24U's copyright; the form of the proof is at 24U's discretion.

3.3. Server License. If you purchased the Server License, you may Use the Software only to your personal needs, internal needs of your business or internal needs of your non-profit activity. You may not copy or reproduce the Software, unless it is necessary for proper Use of the Software in accordance to its purpose and function. Unless agreed otherwise, you may install 1 (one) Copy of the Software on 1 (one) server which provides access to the Software to an unlimited number of Users without installation of the Software on the Computers of the Users. The License is granted as perpetual (unless terminated in accordance with this Agreement). The License includes the Maintenance for the period of 1 (one) year, unless agreed otherwise.

3.4. Unless agreed otherwise or unless the law provides otherwise, you may not copy, reproduce, translate, adapt, rearrange or otherwise alter the Software or its source code. You may not otherwise interfere with the 24U's copyright, especially counterfeit the Software or enable unauthorized use or disposition of the Software to third persons (you are responsible protection of the License information, especially the registration codes or access rights and you shall keep them confidential). You shall present 24U's name with the Software and all other copyright and proprietary notices designated by 24U in the form designated by 24U. You may not inactivate any Software components, including splash dialogs, even if bundling or incorporating the Software, except what 24U expressly permits.

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3.6. The Software may contain components copyrighted by third parties; the list of the third-party software contained in the Software is included in the documentation provided with the Software. 24U grants you a non-exclusive sublicense to use this third-party software in the same extent as the Software and solely within the Software (for the purpose of the functionality of the Software and as incorporated in or bundled with the Software by 24U). For more extensive use of the third-party software, you must obtain a license from its owner. 24U is responsible for providing you with technical support concerning the third-party software; owner of the third-party software may refuse any request for technical support.

3.7. The License is not granted to you before the whole price of the Software (License) is paid. If any part of the price of the Software (License) shall be paid later than one month after delivery of the Software, the preceding sentence shall not apply, but if you are in delay with payment of the price or any part of it, the License shall be suspended during the delay. If you are in delay with any other payment in connection with the Software appertaining to 24U, the License shall be suspended during the delay.

3.8. 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.

4. Special Licensing Provisions.

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.

4.2. Beta Software. If the Software is identified as beta or other pre-release version of the Software, you may Use the Software only for internal test purposes and you may not grant sublicenses to the Software. You represent that you are aware that the Software has not been fully tested, may contain substantial errors and you assume the entire risk connected with the Software. 24U does not warrant that the final version of the Software will be released. Upon release of the final version of the Software you may not further Use beta or other pre-release version of the Software; 24U may define the License to Use beta or other pre-release versions of the Software in a different way.

4.3. Education License. If you purchased any of the Licenses provided in point 3 as an Education License, the Software may be Used only by students and faculty of an accredited educational institution of primary, secondary or higher education (as long as the Users enjoy the status of students or faculty members of the respective educational institution) as a part of the teaching process. Other License terms provided in point 3 applying to the License you purchased remain unaffected.

4.4. Non-Profit License. If you purchased any of the Licenses provided in point 3 as a Non-Profit License, the License may be Used only for and within the non-profit activity you operate. A non-profit activity shall be understood as an activity which is beneficial to the public and which by definition brings no profit or, if it does, the entire profit is reinvested to the non-profit activity. Other License terms provided in point 3 applying to the License you purchased remain unaffected.

5. Limited Warranty; Limited Liability.

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 by 24U to you or to the public (if any). A feature (defect) of the Software which could have been revealed in course of Use of the evaluation version of the Software cannot be claimed as a defect in the Software (even if you opted not to Use the evaluation version of the Software). Maintenance is subject to the warranty period of the Software (first sentence); Maintenance provided after the warranty period of the Software, are not subject to any warranty. The limited warranty does not cover defects resulting from misuse or abuse of the Software, a virus, accident or other external event.

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.

5.3. The limited warranty set forth in point 5.1 is the only warranty 24U gives you and rights set forth in point 5.2 are your exclusive remedy for the case of breach of the warranty. Except what expressly provided in this Agreement, the Software is provided to you "as is" and 24U disclaims any warranty, whether express or implied, as well as any warranty of merchantability or fitness of the Software for a particular purpose. Information on your motives or intentions in connection with the Software provided to 24U does not give rise to any warranty claim. 24U does not warrant any specific results or achievements of the Software and that the operation of the Software will be error-free or that the errors will be corrected. 24U does not warrant or promise anything in relation to (i) beta or other pre-release versions of the Software, (ii) Software acquired free of charge and (iii) evaluation versions of the Software (shareware).

5.4. 24U's aggregate liability arising from or relating to Use of the Software by you (including your sublicensees and all persons accessing the Software on the basis of the License granted to you) shall not exceed the aggregate price you have paid for the Software to 24U. 24U disclaims any higher liability and all liability for special, incidental, consequential or punitive damages, even if advised

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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.