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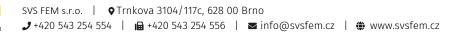


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 - d) independently developed by the receiving Party.







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<u>Termination</u>. In addition to any other express termination right set forth in the Agreement:



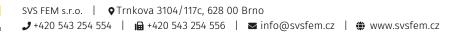




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- either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach is incapable of cure; or being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- <u>Effect</u>. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 7, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. Unless otherwise provided in the Agreement, no expiration or termination will affect Licensee's obligation to pay all fees that may have become due before such expiration or termination or entitle Licensee to any refund.
- <u>Surviving Terms</u>. The rights and obligation of the parties in the Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination.

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- <u>Force Majeure</u>. In no event will either party be liable for any failure or delay in performance of the Agreement (except for obligations to make payments) to the extent such failure or delay is caused by any circumstances beyond its reasonable control, including acts of God, flood, fire, earthquake, war, terrorism, cyber-attack (including DDoS), invasion, embargoes, strikes, passage of law, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Licensor may terminate the Agreement if a force majeure event continues for a period of 30 days or more.
- <u>Amendment</u>. No amendment to or modification of the Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party.
- <u>Severability</u>. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, we shall negotiate in good faith to modify the Agreement so as to effect the original intent to the greatest extent possible.
- <u>Governing Law; Submission to Jurisdiction</u>. Agreement is governed by and construed in accordance with the internal laws of Czech Republic without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the courts of the Czech Republic, and each of us irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

TECHNICAL DETAILS OF THE DOCUMENT

Date of the last revision: 21 st of March 2023

Version of the document: 1.0

Signature of a company's authority:

Managing director



