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**Payment.** Licensee shall make all payments to the account and using variable symbol indicated in the invoice. All invoices shall become due and payable 15 days after their dispatch to the Licensee. Licensor shall send the invoices electronically to Licensee's e-mail address stipulated in the License Form.

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- b) if such failure continues for 10 days following written notice thereof, Licensor may prohibit use of the Software and invalidate provided License key until all past due amounts and penalties have been paid, without incurring any obligation or liability to Licensee or any other person.

**Auditing Rights and Required Records.** Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles with respect to matters necessary for accurately determining amounts due hereunder. Licensor may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Licensee has underpaid Licensor with respect to any amounts due and payable during the Term, Licensee shall promptly pay the amounts necessary to rectify such underpayment, together with interest. Licensee shall pay for the costs of the audit if the audit determines that Licensee's underpayment equals or exceeds 10 % for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two years after the termination or expiration of this Agreement.

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**Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information. Confidential information does not include information that, at the time of disclosure is:

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- b) known to the receiving Party at the time of disclosure;
- c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
- d) independently developed by the receiving Party.

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**Term.** The term of the Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the end date provided in the License Form.

**Termination.** In addition to any other express termination right set forth in the Agreement:

- a) Licensor may terminate the Agreement, effective on written notice to Licensee, if Licensee fails to pay any amount when due hereunder, and such failure continues more than 10 days after Licensor's delivery of written notice thereof; or breaches any of its obligations under Section 3;

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.

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Surviving Terms. 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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Entire Agreement. The Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, these Terms; (b) second, the Order Form; and (c) third, any other documents incorporated herein by reference.

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**Force Majeure.** 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.

**Amendment.** 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.

**Severability.** 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.

**Governing Law; Submission to Jurisdiction.** 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