

# User License Agreement

## 1. Declarations and Specification of the Work

- 1.1. The company Tools4F, s.r.o., registration No.: 28826809, reg. office: Pardubice – Zelené Předměstí, Masarykovo náměstí 1544, PSČ 530 02, registered in the Commercial Register administered by the Regional Court in Hradec Králové, section C, entry 29939, (hereinafter only as “**Tools4F, s.r.o.**”) declares that it exercises in its own name and on its own account all economic rights to the below-specified Work.
- 1.2. The company Tools4F, s.r.o. further declares that no third person is entitled to exercise rights to the Work that would in any way prevent Tools4F, s.r.o. from concluding this User License Agreement (hereinafter only as the “**ULA**”) and fulfil all its obligations herefrom.
- 1.3. The Licensee proclaims that it intends to use the Work for the purpose for which the Work was created and exercise rights thereto acquired on the grounds of this ULA always in such a way that the value of the Work does not decrease and no changes in or intervention with the Work do not occur.

## 2. Subject of the ULA

- 2.1. This ULA is a legal agreement between you as the Licensee (either a natural person - entrepreneur or a legal entity, who is referred to in this ULA as “**You**” or “**Your**” or the “**Licensee**”) and the company Tools4F, s.r.o., the subject of which is among others rendering to the Licensee rights as specified in article 3 below to the use of the software application **Asset Model**, which is application in MS Excel and includes user guide (“**Work**”), for remuneration in the amount and payable according to this ULA. The Work also includes any software updates that Tools4F, s.r.o. may provide to You or make available to You that will be placed on the Tools4F, s.r.o. web sites.
- 2.2. By clicking on the “I agree with User License Agreement” check box and then on the “Send order” option during process of concluding the ULA, you agree to be bound by the terms of this ULA.
- 2.3. The Work is protected by copyright laws as well as other intellectual property laws.

## 3. The License

- 3.1. Tools4F, s.r.o. hereby grants You the right to install the Work on computers for which the registration keys were provided during the process that preceded conclusion of the ULA and use the Work for Your needs only and for the purpose provided above in paragraph 2.1.subject to all the terms and conditions set forth herewithin (hereinafter only as the “**License**”)
- 3.2. The License is granted as non-exclusive.
- 3.3. The License is non-transferable, i.e. You have no right to grant an authorisation under this ULA in full or in part (sub-license) to a third party. You may not assign this ULA or any right or interest hereunder, by operation of law or otherwise, without Tools4F, s.r.o. express prior written consent. Any attempt to assign this ULA, without such consent, will be null and of no effect.
- 3.4. The License is granted for the area of the whole world.
- 3.5. The License is granted for the duration of economic rights to the Work.
- 3.6. Tools4F, s.r.o. reserves all rights not expressly granted to You in this ULA or by the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and Change of Certain Acts(Copyright Act), as amended. The Work is protected by copyright and other intellectual property laws and treaties. The Work is licensed, not sold. This ULA does not grant You any rights to trademarks or service marks of Tools4F, s.r.o.
- 3.7. The electronic documentation that is part of the Work is licensed for internal purposes only.
- 3.8. The Work may contain third party software which is also protected by copyright law and other applicable laws.
- 3.9. The License under the ULA is granted for, covers and applies to all updates of the Work specified in par. 2.1. above.

#### **4. Royalty**

- 4.1. You shall pay lump-sum royalty for the License in the amount according to the Annex 1 that forms an inseparable part of the ULA, depending on the number of computers specified in par. 3.1. (hereinafter only as the ‘Royalty’). The amount under the previous sentence does not include any taxes. VAT and/or other applicable taxes under the applicable law as specified below shall be added to the Royalty in the relevant amount.
- 4.2. The Royalty plus applicable taxes shall be paid on the grounds of an electronic or paper invoice containing all essentials of a tax document issued by Tools4F, s.r.o. The Royalty

and applicable taxes shall be credited to the bank account of the company Tools4F, s.r.o. indicated in the invoice.

- 4.3. Once You have paid the invoice, you acquire the License as specified below in par. 8.5. and you will receive activation keys without undue delay. The activation keys shall be considered duly delivered to You once they have been delivered to the e-mail address provided during the process of concluding the ULA.

## **5. Obligations of the Licensee**

- 5.1. You are entitled and obliged to use the Work under the conditions specified in the ULA and in the way provided by the ULA.
- 5.2. Unless the Copyright Act expressly provides otherwise, under the License/ULA You are not authorised among others to:
- 5.2.1. Remote access the Work;
  - 5.2.2. Copy the Work on a network storage device, such as a server computer; create any other copies of the Work;
  - 5.2.3. Reverse engineer, decompile, or disassemble the Work;
  - 5.2.4. Remove anything from the Work;
  - 5.2.5. Rent, lease, lend or transfer the Work, or host the Work for third parties;
  - 5.2.6. The Work may include copy protection technology to prevent the unauthorized copying of the Work. You may not make unauthorized copies of the Work or circumvent any copy protection technology included in the Work;
  - 5.2.7. The Work is licensed as a single integral Work; its component parts may not be separated for use on more than one computer;
  - 5.2.8. Alter the Work and/or based on the Work create derivate works;
  - 5.2.9. In case of termination of the ULA destroy all copies of the Work and all of its component parts.
- 5.3. Should You breach any of the obligations set forth in par. 5.2. hereof or should you use the Work beyond or contrary to the License, you are obliged to pay the company Tool4F, s.r.o. a contractual penalty amounting to EUR 30 % of the total Royalty payment set in the par. 4 for every single case of breach. Your obligation to pay the contractual penalty under this par. 5.3. shall in no way limit Your obligation to pay Tools4F, s.r.o. damages, both covered by and exceeding the contractual penalty.

## **6. Damages**

- 6.1. Tools4F, s.r.o. have made their best effort during creation of the Work, but do not guarantee its full accuracy. Tools4F, s.r.o. is not liable and shall not be held liable for any interpretations of the results and other uses of either the Work or the results obtained by You using the Work, as well as for any consequences caused by or in connection with You using the Work.
- 6.2. In the sense of section 386 par. 1 of the Act No. 513/1991 Coll., Commercial Code, of the Czech Republic, as amended and with regards to the declarations of Tools4F, s.r.o. made hereinabove, by agreeing to this ULA You waive your right to compensation of any and all damage that might occur under or in connection with the ULA, the License and/or using the Work, unless the damage has been caused intentionally. This provision does not apply to consumers in the sense of section 2 par. 1 letter a) of the Act No. 634/1992 Coll., on Protection of a Consumer.

## **7. Termination of the ULA**

- 7.1. The ULA ends
- 7.1.1. upon lapse of time for which it was concluded;
  - 7.1.2. in the case the Royalty has not been paid even within an additional term for payment provided to You by Tools4F, s.r.o. in a notice sent to the email address provided to Tools4F, s.r.o. during the process of concluding the ULA.
- 7.2. The company Tools4F, s.r.o. shall be entitled to terminate the ULA with immediate effect
- 7.2.1. Should You use the Work beyond or in contradiction with the ULA; and/or
  - 7.2.2. Should You breach any of Your obligations set forth in par. 5.2. hereof.
- Following the termination, You are not entitled to use the Work in any way and are obliged to adhere to the obligation set forth in par. 5.2.9.

## **8. Final provisions**

- 8.1. This ULA and possible amendments hereto constitute the entire agreement between You and company Tools4F, s.r.o. relating to the Work and they supersede all prior or

contemporaneous oral or written communications, proposals and representations with respect to the Work or any other subject matter covered by this ULA.

- 8.2. If any provision of this ULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- 8.3. This Agreement, as well as all rights and obligations arising herefrom or in connection hereto, including right to compensation of any and all damage that might occur under or in connection with the ULA, the License and/or using the Work, shall be governed by and construed in accordance with the Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and Change of Certain Acts (Copyright Act), of the Czech Republic, as amended, the Act No. 513/1991 Coll., the Commercial Code, of the Czech Republic, as amended, and other laws and legal regulations of the Czech Republic.
- 8.4. Any disputes hereunder or related hereto shall be decided before Czech courts.
- 8.5. You shall acquire the License under the conditions of this ULA at the moment of payment of the Royalty under article 4 hereof.

**ANNEX 1**

**PRICELIST**

*Under clause 4.1.of the ULA*

1 computer station	EUR 3000
2 computer stations	EUR 4500
3 computer stations	EUR 6000
4 computer stations	EUR 6990
5 computer stations	EUR 7980
6 computer stations	EUR 8730
7 computer stations	EUR 9480
8 computer stations	EUR 9930
9 computer stations	EUR 10380