

LICENCE CERTIFICATION TO APPLICATION SOFTWARE

1. GENERAL PROVISIONS

- 1.1. It is possible to gain user's rights to application software (in further text only "ASW") only by concluding the special contract subject of which is providing the user's rights (in further text only "contract") with company SOFTIP (in further text only "supplier") Such a contract may be concluded also in the form of licence agreement in other contract concluded with the SOFTIP company (especially in the contract of work, etc.)
- 1.2. The administrator of property author's rights to Application Software (ASW) is:

SOFTIP PROFIT KIS SOFTIP PROFIT SOFTIP Human Resources (HR) SOFTIP HAPPY HR SOFTIP SimBIZ AddOn modul Production k SAP B1, AddOn modul Documan k SAP B1, SOFTIP MONACO	SOFTIP, a.s.
SAP	SAP Aktiengesellschaft, Systeme, Anwendungen, Produkte in der Datenverarbeitung, so sídlom Neurtstasse 16, 69190, Walldorf/Baden, SRN
RON	RON Software, spol. s r.o.
MSU	BARTECH SLOVAKIA, spol. s r.o.
B1UP (Business One Usability Package)	KELAR spol. s r.o.
AddOn moduly k IS SAP B1	dFlex, s.r.o., Versino CZ s.r.o., Inforis s.r.o.

while the SOFTIP is authorised to provide licences to this Application Software (ASW) (or sub-licences).

- 1.3. Customer will gain the right to use the Application Software (ASW) by conclusion of the contract, in conformance with contract's conditions, in conformance with General business conditions of the SOFTIP and in conformance with this licence certification.
- 1.4. The part of providing the right to use the Application Software (ASW) is:
- 1.4.1. delivery of media containing the copy of latest ASW versions. Media contains compressed programme modules of ASW and installation programme ensuring the ASW installation into technology environment which suits to conditions described in accompanying documentation;
- 1.4.2. the programme documentation to ASW in electronic form.

The price of media and documentation to corresponding ASW is included into the licence price of this ASW provided that it would not be specified in the contract in other way.

2. THE SCOPE OF LICENCE AND THE WAY OF USING THE ASW.

- 2.1. The customer shall gain following rights by providing the agreement by the provider to using the ASW through the agreement (in further text only "licence":
- 2.1.1. **Installation** – customer may install the ASW to the hard disc of computer – as the computer is understood separate computer (i.e. without connection to computer network), to workstation, or to server and operate one copy of ASW.
- 2.1.2. **Using** – customer may use the ASW to purposes for which is the ASW determined in conformance with the agreement, supplier's instructions and according to conditions specified in programme documentation.
- 2.1.3. **Modules and the scope of ASW** – the ASW has modular structure. The scope within which the customer is authorised to use the licence and ASW modules which the customer is entitled to use is specified in the agreement. The scope of licence is determined especially by:
- 2.1.3.1. the number of processed parameters (workers, machines, clients, ...)
- 2.1.3.2. the type of licence and installation (server licence, runtime licence, single user licence, communication licence, mandatory licence, multi-user licence, local installation, network installation)
- 2.1.3.3. the way of communication with the object of communication (bidirectional or one-directional),
- 2.1.3.4. permitted modules.
- 2.1.4. **The Backup copy** – the customer is entitled to make copy of installation

media of ASW in case of necessity.

- 2.1.5. **Making a backup** – the customer is entitled to make necessary number of copies of installed ASW together with data inserted into the ASW in conformance with the licence for back up and archival needs. Such a copy may not be recorded on the medium or in format from which the application can be directly started and used, i.e. without using of another device or procedure in the form of decompression, etc.

3. ANOTHER RIGHTS AND LIMITATIONS

- 3.1. **The ban on back analysis, de-compilation and the transfer into the source code** – the customer may not make the back analysis, de-compilation and transfer into the ASW source code with the exception and within the scope of activities which are specifically permitted by corresponding law and which have the priority against such a limitation.
- 3.2. **Separation of components** – the licence certification relates to the ASW as the whole. The customer may not separate its modules and components and use them separately or outside the ASW. The customer may not transfer the ASW modules not used temporarily or permanently into the other ASW without the prior consent from the supplier in writing.
- 3.3. **Creating of own components** – it is possible to create own user's programmes in conformance with conditions specified in the programme documentation to ASW. The executor of copyrights neither the supplier does not bear any responsibility for any consequences due to running out of components created in such a way. By using of such components also all warranties for the ASW defects become extinguished with which were such components in interaction, whether it is not explicitly specified in the agreement in other way.
- 3.4. **The leasing** – the customer is not entitled to lend, lease neither to provide to finance leasing the ASW without the provider's approval.
- 3.5. **The transfer of rights** – the customer can not assign any rights to gained upon this certification or agreement without the consent of supplier. Exception is in cases when it relates to transfer (cession) rights resulting from legal reasons specified by law, for example the change of company's legal form, corporate consolidation or dividing of company, sale of company, etc.
- 3.6. **Expiration of contractual relation** – the supplier may divest the customer of user's right (licence) to ASW in case of breaching agreement provisions or due to other reasons determined by agreement. Within the sense of Act No.185/2015 Coll. as subsequently amended (Copyright Act), the customer is obliged to destroy all ASW copies and its component. Customer has not right to return back the price paid for the licence neither its part in case of expiration of contractual relation.
- 3.7. **The licence file (in further text only LF)** – the LF is identification file which limits using of the ASW according to conditions specified in the agreement and in this licence certification. It ensures protection of to ASW copyrights of executor's copyright including supplier. The LF contains identification data of licence which are used in the ASW and which customer can not change in the ASW.

4. COPYRIGHT

- 4.1. All rights of intellectual property to ASW including accompanying printed materials belong to the ASW manufacturer.
- 4.2. The computer programme is protected by the Act No. 185/2015 Coll. as amended by changes and amendments (Copyright Act) like the subject amenable to copyrights.

The Licence Certification to Application Software come into effect since the September 01, 2022.