

OPTIMIDOC SERVER - LICENSE TERMS

1. INTRODUCTORY PROVISIONS

- 1.1. These License Terms (hereinafter referred to as the "**License Terms**") of OptimiDoc s.r.o., with its registered office at třída Tomáše Bati 385, Louky, 763 02 Zlín, ID No. 292 94 258, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Entry 71857 (hereinafter referred to as the "**Licensor**") regulate, in accordance with the second sentence of Section 2373(1) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the Parties arising from and in connection with the license agreement relating to the software entitled "OptimiDoc" (hereinafter referred to as the "**License Agreement**" and "**Software**", respectively) to be entered into between the Licensor and another entrepreneurial natural person or other legal entity (hereinafter referred to as the "**Licensee**") with a view to using the Software on the Licensee's device.
- 1.2. The Software is mainly used for managing the print and digitalisation of documents. The Software, including its functionality, may change over the course of the License Agreement as a result of modifications made thereto.
- 1.3. The Software is distributed by third parties (the "**Distributor**"), and the Distributor and the Licensee have agreed on certain terms of the License Agreement.
- 1.4. Provisions derogating from the License Terms may be negotiated under a special license agreement furnished in writing. Any derogating provisions of a special license agreement shall take precedence over those of the License Terms. These License Terms form an integral part of the License Agreement.

2. SUBJECT OF THE LICENSE AGREEMENT

- 2.1. With the License Agreement, the Licensor undertakes to authorise the Licensee to use the Software (License) in the manner and to the extent specified under Article 3 of the License Terms, and the Licensee undertakes to pay the Licensor a license fee for the grant of the Software Licence in the amount as agreed upon with the Distributor.

3. SOFTWARE LICENSE

- 3.1. The Licensor grants the Software License to the Licensee as a non-exclusive license.
- 3.2. The Software License is restricted to the territory agreed upon with the Distributor.
- 3.3. The Licensee may use the Software by making one (1) copy of the server portion of the

Software (installation) per one (1) hardware device. The Licensee may therefore make a copy of the server portion of the Software that is necessary to upload and save the server portion of the software in the memory of the device.. The Licensee may also upload such a number of copies of the client portion of the Software to their other devices communicating with the server (peripherals) as has been agreed with the Distributor.

- 3.4. The period of the License has been negotiated with the Distributor, either in such a way that the Software License is either unlimited in terms of time, or in such a way that the Software License is granted for a period, during which the Licensee pays the monthly license fee.
- 3.5. The Software License is substantively limited by the number of pages of documents per month that may be processed by the Licensee using the ABBYY FineReader Engine Software. The number of pages of documents that can be processed using the Software per month is agreed upon with the Distributor.
- 3.6. The Licensee may use the Software only for their own purposes.
- 3.7. The scope of use of the Software may be limited by technical means protecting the rights.
- 3.8. The Licensee may use the Software in accordance with its designation only. It is prohibited to use the Software in automated processes or through robots.
- 3.9. The Licensee is under no obligation to use the Software License.
- 3.10. The Licensee may not grant any right forming a part of the Software License (sub-license), whether in whole or in part, to a third party. The Licensee may not assign the rights and obligations inherent in the License to a third party.
- 3.11. In the event of any patches, updates, upgrades or other modifications to the Software, the License granted shall be deemed to apply to the Software as modified.
- 3.12. In the event the Licensee ceases to exist, the License shall not pass to their legal successor.

4. USE OF THE SOFTWARE BY THE LICENSEE

- 4.1. The Licensee understands that the Software is copyright-protected. The Licensee undertakes to refrain from any activity that could allow them or any third parties to engage in unauthorised use of the Software.
- 4.2. Unless stipulated otherwise by generally binding legislation, the Licensee may not make any changes to and/or decompile the Software.

- 4.3. The Licensee may not circumvent, remove or restrict any mechanisms that protect the Licensor's rights and any copyright information relating to the Software. The Licensee may not remove the Licensor's logo or other designations from the Software.
- 4.4. The Licensee understands that cooperation with other software may be required for the Software to be properly used. The Licensee understands that the use of this other software is regulated by special contractual clauses negotiated with holders of rights relating to the other software concerned.
- 4.5. The Licensee shall ensure the License Terms are also complied with by end users. In the event that an end user violates the License Terms, the Licensee shall be liable to the Provider as if they violated the License Terms themselves.

5. TERMS OF PAYMENT

- 5.1. The amount of the License Fee and the method of payment thereof are negotiated with the Distributor. The License Fee may take the form of a one-off license fee, a one-off license fee payable in instalments, or a regular (recurring) monthly license fee to be paid by the Client during the entire term of the License Agreement.

6. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. The Licensor may use the trade name or name of the Licensee for marketing purposes as a so-called reference in all kinds of promotional materials (regardless of the form of these promotional materials or the form in which they are communicated).

7. RIGHTS UNDER DEFECTIVE PERFORMANCE, DAMAGES

- 7.1. Unless otherwise agreed, the rights under defective performance by the Licensor shall be governed by the relevant statutory provisions, in particular those under Section 1914 et seq. of the Civil Code.
- 7.2. The Licensee understands that the Software is not suitable for use in operations where greater or more serious damage may occur, and that the Licensor assumes no liability for the outcomes of any activities involving the use of the Software. The Licensee understands that errors may occur during the operation of the Software.
- 7.3. The Licensee further understands that the non-existence of any feature of the Software that is not expressly indicated in the Software specification does not constitute a defect .
- 7.4. The Licensee shall promptly check the functioning of the Software upon delivery.

- 7.5. The Licensee understands that the Licensor assumes no liability for any defects in the Software that arise as a result of unauthorised interferences with, or use of, the Software that contravenes the Software specification, by the Licensee or any third party.
- 7.6. The Licensee further understands that, unless agreed otherwise, the Licensor assumes no liability for the functioning of the Licensee's data network, the functioning of any public data network, the functioning of the Licensee's hardware, the Licensee's data backups, the condition of the Licensee's other software and any third party interference with the Licensee's other software. The Licensor is only responsible for the culpable violations of their obligations under the License Agreement.
- 7.7. In case the Licensee suffers a loss in connection with the Licensor's defect liability (including Software bugs), unless the loss has been caused by the Licensor intentionally or due to gross negligence, the Parties have agreed with respect to the License Terms to cap any damages, including lost profits, by limiting the overall amount thereof to the maximum of one half of the Licensor's License Fee actually paid by the Licensee under the License Agreement. Having regard to all the circumstances associated with the execution of this License Agreement, the Parties declare that the overall foreseeable loss, including lost profits, that could be suffered by the Licensee as a result of defective performance hereunder (including Software bugs) may not exceed the maximum amount of one half of the Licensor's License Fee actually paid by the Licensee under the License Agreement.

8. CONFIDENTIALITY

- 8.1. Unless the Parties expressly agree otherwise in writing, all information that form or might form the Licensor's trade secret shall be regarded as confidential by default. In addition, confidential information includes the principles, methods and procedures on which the Software is based in technical terms (including the Software source code) and other technical know-how of the Licensor.
- 8.2. The Licensee undertakes to maintain the confidentiality of the confidential information. Unless they obtain the Licensor's written consent, the Licensee may not use the confidential information for their own or third parties' use where this would compromise the Licensor's interests.
- 8.3. Pursuant to this Article, confidential information does not include information that has become publicly known without the receiving Party being at fault.
- 8.4. Termination of the License Agreement (on any grounds) shall be without prejudice to provision of this Article (Art. 8).

9. TERM OF THE LICENSE AGREEMENT

- 9.1. The License Agreement shall enter into force on the day of its execution.
- 9.2. The License Agreement is entered into for the term of the Software License (Art. 3.4).
- 9.3. The Licensor may withdraw from the License Agreement in the event that the Licensee breaches an obligation under the License Agreement (including the License Terms) or inappropriately interferes with the Software copyright.

10. PROCESSING OF THIRD PARTIES' PERSONAL DATA

- 10.1. In relation to operating the Service, the Provider (upon the Client's request) may process personal data of natural persons saved by the Client as part of the Service. The Parties are aware of the fact that in such cases, the Client acts as a personal data controller and the Provider as a personal data processor. For these reasons, the Client hereby authorises the Provider as a personal data processor to process the personal data under the below mentioned terms.
- 10.2. As part of the Service, the Client may not save personal data belonging to special categories under Article 9, paragraph 1 of the GDPR regulation.
- 10.3. The Provider will process personal data over the term of the Licensing Agreement.
- 10.4. The category of data subjects whose personal data are processed by the Provider includes especially users of service (hereinafter jointly as the "Clients"). The Provider shall process the following types of the Clients' personal data saved by the Client as part of the Service: First name, Last name, Email.
- 10.5. The purpose of personal data processing by the Provider is to meet its obligations under the Licensing Agreement. The personal data processing will take the form of automatic procedures through which data will be recorded, stored, restricted or erased.
- 10.6. The Provider shall process personal data only on the basis of demonstrated instructions of the Client, including instruction in the matters of personal data transmission to a third country or to an international organisation, provided that the Provider is not already tasked by such processing by the laws of the European Union or a Member State that apply to the Client. The Client's instructions may also be contained in the Licensing Agreement. After expiration of the Licensing Agreement term, the Provider shall erase all personal data (which is the Client's instruction), unless generally binding laws and regulations require further storage of personal data.
- 10.7. The Provider undertakes to take, to the extent set out by generally binding laws and regulations, measures to prevent unauthorised or accidental access to personal data, their

alteration, destruction or loss, unauthorised transmission or other unauthorised processing, as well as other abuses of personal data. Considering the condition of technology, implementation costs, the nature, extent, context and purposes of personal data processing as well as risks of various likelihood and gravity for the rights and freedoms of natural persons, the Provider shall take fitting technical and organisational measures to ensure the level of personal data security appropriate for the given risk. The Client acknowledges and agrees that the security of the server application layer of computer programs saved on the Provider's server depends, to a considerable degree, also on the choice of computer program(s) installed for the purposes of server operation, including the fact whether such computer program(s) is (are) up to date. The Provider is not the creator of such computer program(s), and they are developed by third parties. The Client acknowledges and agrees that it is fully liable for security risks related to the failure to take technical measures recommended to it by the Provider over the term of the Licensing Agreement for the purposes of personal data protection.

- 10.8. The Provider shall not engage any other processor in the processing of personal data without a prior specific or general written authorisation of the Client. The Client hereby agrees with the involvement of other processors in personal data processing by the Provider, namely of persons ensuring that the obligations of the Provider under the service agreement are met, especially the obligation of persons assisting in operating the Provider's devices. The Provider shall inform the Client about all intended changes related to the acceptance of further processors or to their replacement and shall provide the Client with an opportunity to object to such changes. Should the Provider engage other personal data processors to perform certain personal data processing activities on behalf of the Client, the same personal data protection obligations must be imposed on such processors as those set out in the Licensing Agreement, especially the provision of sufficient guarantees in terms of the implementation of suitable technical and organisational measures so as to meet the requirements of the GDPR regulation.
- 10.9. In the event of damage sustained by the Client in relation with the Provider's liability for personal data protection, if such damage was not caused intentionally or by gross negligence, the Parties have agreed, with respect to the terms of the Licensing Agreement, to limit the compensation of such potential damage sustained by the Client (including the damage sustained as a result of legal sanctions) so that the total damages shall not exceed the amount paid by the Client to the Provider over the last three month before the respective damage was sustained. The Parties state, with respect to all the circumstances of entering into this Agreement, that the total foreseeable damage (including the damage sustained as a result of administrative sanctions) that may be sustained by the Client as a result of data protection obligations' breach by the Provider shall not exceed the amount actually paid by the Client to the Provider over the last three months before such damage was sustained.

10.10. The Provider shall take into account the nature of personal data processing. Through suitable technical and organisational measures, the Provider shall assist the Client, if possible, in fulfilling the Client's obligation to respond to requests for the exercise of data subject's rights set out in Section III of the Regulation, at the Client's expense. Requests for the exercise of data subjects' rights that may be made to the Provider shall be submitted to the Client without undue delay. The Provider shall assist the Client in obtaining the consent to the obligations set out in Articles 32 to 36 of the Regulation, considering the nature of the processing of personal data and information the Provider has at its disposal and shall do so at a consideration agreed by the Parties in a separate agreement.

10.11. The Provider undertakes to maintain confidentiality regarding personal data processing. The Provider undertakes to ensure that the confidentiality obligation regarding personal data is met by its employees and other persons working with personal data.

The Provider undertakes to provide the Client, at the Client's expense, with all information needed to demonstrate that the obligations set out in the Licensing Agreement have been met and to make possible, at the expense of the Client, personal data audits (including inspections) conducted by the Client or another auditor authorised by the Client and to contribute to such audits, which includes notifying the Client that a Client's instruction, in the Provider's opinion, violates generally binding data protection laws and regulations. Notwithstanding the foregoing, the Parties have agreed that the Provider may not and shall not provide the Client with such access to the Provider's server that would diminish the level of security of data of other Provider's contractual partners or which would diminish the level of security of personal or other data secured by the Provider, including cases which could lead to compromising the Provider's server. A separate agreement of the Parties shall set out the remuneration of the Provider for the provision of assistance.

11. FINAL PROVISIONS

11.1. Where the legal relationship established by virtue of the License Agreement involves an international (foreign) element, the Parties agree that the relationship shall be governed by Czech law.

11.2. The Parties have agreed on the jurisdiction of the courts of the Czech Republic.

11.3. The License Agreement, as well as the rights and obligations arising out of or in connection with this Agreement, shall be governed by the Civil Code in particular, it being understood that for the purpose of the the relationships established between the Licensor and the Licensee:

11.3.1.the application of any established business practices within the meaning of Section 558(2) of the Civil Code is excluded;

11.3.2.the application of the provisions under Section 557, Section 1763, Section 1799 and Section 1800 of the Civil Code is excluded.

11.4. Pursuant to Section 1752 of the Civil Code, the Parties agree that the Licensor may reasonably modify the License Terms unilaterally after the lapse of one year from the execution of the License Agreement. The Licensee shall be notified of any changes to the License Terms by an email message sent to their address. The Licensee may refuse the modification and terminate the License Agreement in writing during the notice term of one (1) month.

11.5. Once the Licensee expresses their consent to the new text of the License Terms, the previous text of the License Terms shall cease to apply and the new text of the License Terms shall become an integral part of the License Agreement.

11.6. If any provision in the License Terms is or becomes invalid or unenforceable, the invalid provision shall be replaced by a valid provision as close as possible to the meaning of the original invalid provision. The invalidity or unenforceability of a provision shall be without prejudice to the validity of other provisions.

At Zlín dated 1.6.2019

OptimiDoc s.r.o.