

# *Sublicense Terms and Conditions*

## *SANEZOO EUROPE, s.r.o.*

### **1. PREAMBLE**

This document outlines the terms and conditions of licensing software provided by SANEZOO EUROPE, s.r.o. ID: 06425259, registered office: Benešova 626/16, 602 00 Brno, Czech Republic (hereinafter „*Provider*“) to any business entity or non-business entity (hereinafter “*Licensee*”).

The Provider is a holder of a license for a technological solution for automation of the visual quality control process bearing the business name “SANEZOO UNITY” (hereinafter “*Software*”). The Provider is unlimitedly allowed to provide sublicenses to the Software to any business entity or non-business entity.

### **2. CONCLUSION OF THE SUBLICENSE AGREEMENT**

1. The sublicense agreement shall be concluded in one of the following ways:
  - a. as a written stand-alone contract;
  - b. as a part of another written contract;
  - c. by Provider's acceptance of purchase order issued by Licensee;
2. The sublicense agreement shall always contain:
  - a. name of the Software;
  - b. specification of workstations that the license shall be provided for;
  - c. timeframe of the sublicense validity;
  - d. license fee;
  - e. modules of the Software that the license is provided for.
3. No face-to-face, telephonic, or other communication that does not result in a written contract shall be deemed to constitute the conclusion of a sublicense agreement.

### **3. OBJECT OF SUBLICENSE AGREEMENT**

1. Based on the sublicense agreement, the Provider agrees to grant the Licensee the right to use the Software for the agreed period of time. In case the period of time is not agreed upon, the Provider grants the Licensee the right to use the Software for one (1) year.
2. Based on the sublicense agreement, the Licensee agrees to pay the purchase price of the sublicense under conditions set in article “7. PAYMENT” of this Sublicense terms and conditions.

### **4. HANDOVER OF SOFTWARE**

1. The Software shall be handed over to the Licensee preinstalled on the hardware necessary to properly run the Software, which shall be provided to the Licensee by the Provider in the form of sale, rent, or loan.
2. The date of handover of Software is the date on which the hardware with preinstalled software is shipped from Provider to Licensee unless agreed differently. The Provider shall send a confirmation of shipment of hardware and tracking number within 2 days from shipment.

### **5. SUBLICENSE**

1. The Provider provides the sublicense to the Software as non-exclusive.
2. The local scope of the sublicense is to be agreed in license agreement, if not agreed upon, the local scope of the sublicense is worldwide.
3. The sublicense shall be provided within the scope agreed in the sublicense agreement. If the sublicense agreement does not specify the scope in which the sublicense shall be provided, this Sublicense Terms and Conditions will set the scope.
4. The Licensee shall receive a sublicense confirmation document issued by the Provider, which shall state that the Licensee is allowed to use the Software on the specified workstations.
5. The Provider offers multiple modules (e.g., SANEZOO UNITY for pressed metals, SANEZOO UNITY for painted metals) for SANEZOO UNITY. The license is provided only for modules specified in the license agreement. If the license agreement does not specify modules that the license is provided for, the license is provided for all the modules available at the time of conclusion of the license agreement.

## **6. USE OF THE SOFTWARE BY LICENSEE**

1. The Licensee is only allowed to use the Software in the scope of the sublicense agreement for purposes agreed in the sublicense agreement. In case the purpose is not agreed upon in the sublicense agreement, the Software shall be used only for the purpose it was designed for.
2. The Licensee shall not engage in any activity that could enable him or third parties to make unauthorized use of the Software.
3. The Licensee shall not use the Software on hardware other than that provided by the Provider.
4. The Licensee shall not make any copies of the Software or any of its parts. Furthermore, the Licensee shall not attempt to reverse engineer the Software or study the code of the Software. In case the Licensee commits the above, the Licensee undertakes to compensate the provider for damages and lost profits in full, as well as to pay a contractual penalty of ten times the license fee.
5. The Licensee acknowledges that the proper use of the Software may require cooperation with other computer programs (e.g., operating systems and drivers). The Licensee acknowledges that the use of these other computer programs is subject to specific contractual arrangements with the rights holders of such computer programs.
6. In the event that any third party asserts any rights against the Provider, the Licensee agrees to provide the Provider with all assistance in settling such rights and to reimburse the Provider in full for the costs incurred. In the event that a third party initiates any legal dispute with the Provider, in particular legal proceedings, the Licensee undertakes to bear all costs of such dispute.

## **7. PAYMENT**

1. The purchase price of the sublicense consists of:
  - a. license fee;
  - b. additional service fee (if agreed);
  - c. auxiliary service fee (if agreed);
2. The Licensee shall pay the purchase price of the sublicense in the agreed time. In case the time is not agreed upon, the purchase price shall be paid no later than the due date on the issued invoice-
3. The purchase price shall be fully specified and paid in the agreed currency-
4. The purchase price shall be paid by the payment method stated on the issued invoice.
5. If not agreed otherwise, the purchase price of the sublicense does not include taxes and customs fees.

6. In the case that the Licensee is in default of payment of the purchase price of the sublicense, the Provider may demand payment of default interest at the rate provided for by Czech law and a contractual penalty of 0.1% for each day of delay.

## **8. ADDITIONAL SERVICES**

1. During the term of the sublicense, the Provider shall provide the following additional services to the Licensee:
  - a. software patches;
  - b. software updates;
  - c. software upgradesto the extent and at the time determined at the Provider's discretion.
2. The costs of additional services are included in the license fee for the first year of the duration of the license. For further periods beyond the first year, the costs of additional services are to be agreed upon or according to the Provider's price sheet. If the costs of additional services are not explicitly specified in the price sheet or agreed upon, the costs of additional services are 20 % of the original license fee. The further costs of additional services shall be paid based on the issued invoice.
3. The Provider shall not be liable for any Licensee's data loss occurring due to the implementation of patches, updates, or upgrades.

## **9. AUXILIARY SERVICES**

1. The Provider may be offering auxiliary services, including but not limited to technical support via e-mail or by phone, installation and implementation support, and troubleshooting.
2. The scope of auxiliary services that the Provider may offer depends solely on the Provider's decision.
3. The Provider may charge an additional price for auxiliary services based on the parties' agreement.

## **10. LIABILITY FOR DAMAGES**

1. The Provider shall not be liable for the results of the activities for which the Software is used. The Licensee acknowledges that during the use of the Software, errors may occur.
2. The Licensee acknowledges that the Provider shall not be liable for defects in the Software resulting from unauthorized interference with the Software or use of the Software in violation of specification of the Software by the Licensee or third parties.
3. The Licensee further acknowledges that, unless otherwise agreed, the Provider shall not be liable for the functionality of the data network of the Licensee, the functionality of the public data network, the functionality of the Licensee's hardware equipment, for the backup of data by the Licensee, for the condition of the Licensee's other software and any interference by third parties with other software of the Licensee.
4. The Licensee further acknowledges that the absence of a functional feature of the Software not explicitly stated in the Software specification shall not be considered a defect.

## **11. CONFIDENTIALITY**

1. For the purposes of this License Terms and Conditions, "Confidential Information" shall mean all information (including but not limited to any knowledge, trade secrets, data, drawings, samples, devices, demonstrations, know-how, any technical and scientific information, any information relating to software architecture, design, or code, any research and development information, any plans or projections and other materials of whatever description whether or not subject to or protected by

copyright, patent, trademark, registered or unregistered or otherwise) disclosed or communicated in writing, orally or in electric form in connection with this contract or the subcontracted work.

2. Provider and/or Licensee shall keep the Confidential Information disclosed or communicated to them by the other party, directly or indirectly, in strict confidence. Provider and/or Licensee shall not use the Confidential Information for any other purpose than specially stipulated in the Sublicense agreement or Sublicense Terms and Conditions. Provider and/or Licensee shall not be allowed to copy or reproduce in whole or in part any of the Confidential Information without written permission of the other party.
3. Provider and Licensee shall ensure that each of its employees having access to the Confidential Information complies with the terms and provisions of Sublicense Terms and Conditions. Provider or Licensee shall remain responsible for the actions and disclosures of its employees.
4. Confidential Information may only be disclosed as required by any applicable law, regulation, judicial, or other legal order, provided that only such information as required by the governmental entity or body and uses reasonable efforts to secure confidential treatment for any such Confidential Information so disclosed.

## **12. FINAL PROVISIONS**

1. Relationships and possible disputes arising from the sublicense and Sublicense Terms and Conditions shall be settled exclusively under the law of the Czech Republic. They shall be settled by the competent courts of the Czech Republic.
2. The Provider handles the Licensee's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC; the Provider shall not process any personal data without the Licensee's consent, unless the processing of personal data is covered by this regulation and possibly other legal provisions allow without consent. Information on the processing of personal data by the Provider is contained in detail in the Provider's privacy policy.
3. Provider may unilaterally change Sublicense Terms and Conditions. In case the Sublicense Terms and Conditions are changed, the Provider shall inform the Licensee about changes via e-mail. The Provider may inform the Licensee that a particular sublicense agreement with the Licensee stays untouched by the change in License Terms and Conditions, therefore, in such case, the newer version shall not be applicable to such sublicense agreement.
4. Sublicense Terms and Conditions come into force and effect on November 1st, 2023, repealing all the previous versions.