



CONSUMER ENDUSER LICENCE AGREEMENT

1. SOFTWARE END USER LICENSE AGREEMENT (FOR HOME & HOME OFFICE)

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THIS SOFTWARE (AS DEFINED BELOW). THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND 1. SOFTWARE s.r.o., A COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE CZECH REPUBLIC, REGISTERED IN THE COMMERCIAL REGISTER MAINTAINED BY THE MUNICIPAL COURT IN OSTRAVA IN SECTION C, INSERT NO. 41762 (“1. SOFTWARE”). BY ASSENTING ELECTRONICALLY, INSTALLING OR USING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you do not agree with the terms and conditions of this Agreement, do not continue the installation process and delete or destroy all copies of the Software in your possession.

This Agreement accompanies certain software (including any upgrades or updates thereto as provided by 1. SOFTWARE, the “Software”) and related explanatory written materials (the “Documentation”).

1. License

1. SOFTWARE grants you a non-exclusive license to use the Software and the Documentation for the agreed term indicated in the Documentation or applicable transaction materials made available to you at the time you purchase the Software (the “Service Period”), provided that you agree to the terms and conditions of this Agreement.

2. Permitted Use of the Software

You may install and use the Software on up to the agreed number of computers indicated in the Documentation or other transaction materials made available to you at the time you purchase the Software (the “Permitted Number of Computers”). The Software must be used exclusively by you or your subsidiaries (those entities over which you have more than fifty percent (50%) ownership and control) only for internal purposes which do not contradict this Agreement or applicable law. In the event of any such use of the Software by your subsidiaries, you shall ensure and be liable for your subsidiaries’ compliance with all obligations imposed on you hereunder. Any obligations of 1. SOFTWARE in respect of the Software shall be owed solely to you and not your subsidiaries which are using the Software under this license. Subject to the remainder of this Section, you may also make the necessary number of backup copies of the Software.

Provided Software is configured for network use. You may install and use the Software on one or more file servers for use on a single local area network, for only one (but not both) of the following purposes:

2.1 either the permanent installation of the Software onto a hard disk or other storage device for up to the Permitted Number of Computers, or

2.2 use of the Software over such single local area network, provided the number of different computers on which the Software is used, does not exceed the Permitted Number of Computers.

ANY USE OF THE SOFTWARE OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS SECTION OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.



3. Upgrades and Updates

Upgrades and updates of the Software shall be provided to you by 1.SOFTWAROVÁ during the term of the license indicated in the Documentation or other transaction materials made available to you at the time you purchased the Software.

You will not be entitled to receive any feature or content updates or upgrades of the Software unless you renew the Service Period or purchase a new subscription.

4. Ownership Rights

The Software and Documentation is the intellectual property of 1.SOFTWAROVÁ and is protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Software is being used. The structure, organization and code of the Software are valuable trade secrets and confidential information of 1.SOFTWAROVÁ. In case you provide any comments or suggestions about the Software to 1.SOFTWAROVÁ, 1.SOFTWAROVÁ shall have the right to retain and use any such comments or suggestions in its current or future products or services, without further compensation to you and without your approval of such retention or use.

Except as stated in this Agreement, your possession, installation and use of the Software does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by 1.SOFTWAROVÁ.

5. Restrictions

You may not copy nor use the Software or the Documentation except as set forth in Section 2 of this Agreement. You may not remove any proprietary notices nor labels on the Software; any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on and in the Software. You agree not to modify, adapt, translate, reverse engineer, decompile nor disassemble the Software nor otherwise attempt to discover the source code of the Software or algorithms contained therein nor create any derivative works from the Software. You are not permitted to use the Software in connection with the provision of any commercial services which include processing or transferring the data of or for other persons or entities (“Data”), including cloud computing and “Software as a Service” solutions, providing storage capacities for Data, transmitting, routing of or providing connection to Data, or providing information search tool services. You may not permit third parties to benefit from the use nor functionality of the Software via a timesharing, service bureau or other similar arrangement.

6. Transfer

You may not rent, lease, sub-license nor lend the Software or the Documentation or any portions thereof. You may not transfer nor assign the license herein nor any of your obligations in this Agreement, in whole or in part, without 1.SOFTWAROVÁ’S prior written consent.



7. Limited Warranty; Disclaimers and Exclusion of Liability

1.SOFTWAROVÁ warrants you that the Software will perform substantially in accordance with the Documentation for a period of thirty (30) days following your receipt of the Software. To make a warranty claim, you must return the Software to the location where you have obtained it along with a copy of your sales receipt within the thirty (30) day warranty period. If the Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability of 1.SOFTWAROVÁ and its distributors and agents and your exclusive remedy shall be limited to, at 1.SOFTWAROVÁ's option, either (i) replacement of the Software or (ii) refund of the license fee you paid for the Software. This limited warranty is void if the Software does not perform substantially in accordance with the Documentation as a result of any accident, abuse, alteration or misapplication of the Software by you, your subsidiaries or any third party other than 1.SOFTWAROVÁ, its distributors or agents.

Be aware that the Software may make changes to your computer that may adversely affect its functionality, such as deleting system or application files identified (correctly or incorrectly) by the Software as infected. You acknowledge and agree to such changes to your computer that may occur as a result of your use of the Software. The Software is not fault-tolerant and as such is not designed for use in hazardous environments requiring fail-safe performance.

1.SOFTWAROVÁ AND ITS DISTRIBUTORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE REMEDY IN THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR 1.SOFTWAROVÁ'S OR ITS DISTRIBUTORS' OR AGENTS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS" AND 1.SOFTWAROVÁ AND ITS DISTRIBUTORS MAKE NO EXPRESS NOR IMPLIED WARRANTIES NOR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR JURISPRUDENCE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT 1.SOFTWAROVÁ OR ITS DISTRIBUTORS OR AGENTS WILL BE LIABLE TO YOU FOR ANY DAMAGES, ESPECIALLY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR LOST DATA, EVEN IF 1.SOFTWAROVÁ OR ITS DISTRIBUTOR OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE 1.SOFTWAROVÁ'S OR ITS DISTRIBUTORS' OR AGENTS' LIABILITY FOR ANY DAMAGE SHALL EXCEED THE AMOUNT OF THE LICENSE FEE YOU HAVE PAID FOR THE SOFTWARE FOR THE APPLICABLE SERVICE PERIOD. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY OF 1.SOFTWAROVÁ AND ITS DISTRIBUTORS DO NOT LIMIT POTENTIAL LIABILITY FOR DEATH, PERSONAL INJURY OR FRAUD OVER THE EXTENT PERMITTED BY APPLICABLE LAWS.

8. Privacy; Processing of Personal Information

The personal information related to you that 1.SOFTWAROVÁ may be processed, such as information given by you to 1.SOFTWAROVÁ or its distributors or agents during the process of ordering and downloading the Software.



CONSUMER ENDUSER LICENCE AGREEMENT

Collected information may be provided to the third parties or to other countries that may have less protective data protection laws than the country or region in which you are situated (including the European Union). 1.SOFTWAROVÁ takes measures to ensure that any collected information is protected in an adequate level in case that it is transferred.

Notwithstanding anything to the contrary in the 1.SOFTWAROVÁ privacy policy, during the term of this Agreement and for one (1) year thereafter you and 1.SOFTWAROVÁ consent to (i) share information collected by you during your purchase, installation or registration of the Software with 1.SOFTWAROVÁ's distributors and other business partners and (ii) use of such information by 1.SOFTWAROVÁ, its distributors and other business partners to present you with information that may be relevant to you, including offers of software, services and other products.

9. U.S. Government Restricted Rights

This Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, and subject to certain restricted rights as identified in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, or any successor U.S. regulations. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the U.S. Government shall be done solely in accordance with this Agreement.

10. Export Regulations

You agree and accept that the Software and the Documentation may be subject to import and export laws of any country, including those of the United States (specifically the Export Administration Regulations (EAR)) and the European Union. If you export the Software, you agree and acknowledge that you are exclusively responsible for complying with all applicable laws and regulations, including but not limited to all United States and European Union trade sanctions and export regulations (including any activities relating to nuclear, chemical or biological materials or weapons, missiles or technology capable of mass destruction), regardless of the country in which you reside in or of which you are a citizen.

11. General

This Agreement is the entire agreement between you and 1.SOFTWAROVÁ related to the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract.

This Agreement will immediately terminate upon your breach of any obligation contained herein (especially your obligations in Sections 2, 5, 10 which will cause forfeiture of any rights you may have to refund of the license fee paid for the Software) and you shall cease the use and destroy all copies of the Software and Documentation in your possession, irrespective of any time that may be left in the Service Period of the Software. 1.SOFTWAROVÁ reserves the right to any other remedies available under law in the event that your breach of this Agreement adversely affects 1.SOFTWAROVÁ or its distributors or agents. The limitations of liability and disclaimers of warranty and damages contained herein shall survive termination of this Agreement. This Agreement may be modified by the Documentation. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by 1.SOFTWAROVÁ. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.



CONSUMER ENDUSER LICENCE AGREEMENT

If you have any questions regarding this Agreement or wish to request any information from 1.SOFTWAROVÁ, please write to 1.SOFTWAROVÁ s.r.o., Bohuslavská 409/17, 751 31 Lipník nad Bečvou, Czech Republic, e-mail: info@1sw.cz, tel.: +420 731 576 039 or visit our support page at www.1sw.cz.