

GENERAL TERMS AND CONDITIONS

NDC Group Czech s.r.o.

a company incorporated under the laws of the Czech Republic,
registered office at Hvězdova 1716/2b, 140 78 Praha 4, Czech
Republic, ID: 05432898, registered in the commercial register
maintained by the Municipal Court in Prague, file C 263573
(hereinafter referred to as "Licensor")

entered herewith into following

License Agreement

(hereinafter referred to as "LA")

I. Preamble

- 1.1. The Licensor has developed, and is entitled to license to others including Licensee, the software product (hereinafter referred to as "Software") as specified at the date of this LA at www.ndcgroup.com, capable of running on the actual regular quarterly release of SAP environment (hereinafter referred to as "SAP environment").
- 1.2. The Licensee wishes to license the use of the Software, and Licensor has agreed to license such use, pursuant to the terms of this LA.

II. Grant of license

- 2.1. Licensor hereby grants to Licensee, for the internal use of only the Licensee, a personal, non-transferable and non-exclusive license to use the Software on 1 (one) server within 1 (one) Licensee's SAP environment.

III. Restrictions on use

- 3.1. Except otherwise stated expressly, the Licensee shall:
 - a) not copy the Software;
 - b) not assign this agreement or transfer, lease, export or grant a sublicense of the Software to any third party;
 - c) not network the Software or otherwise use it on other than Licensee's SAP environment;
 - d) not reverse engineer, decompile or disassemble the Software;
 - e) take all reasonable precautions to prevent third parties from using the Software in any way that would constitute a breach of this agreement including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information.
- 3.2. In addition, Licensee shall not use the Software to act as a service bureau, in whole or in part, for any other party, including any affiliate of Licensee, unless expressly agreed with the Licensor in written.

IV. Delivery and installation

- 4.1. The Licensor shall deliver and install the Software within the Licensee's SAP environment. The Licensee shall provide the Licensor with all reasonable assistance (granting the administrator access rights to the Licensee's SAP environment etc.).
- 4.2. The installation of the Software shall be deemed to be completed on the date that Licensor provides written notice

to Licensee that the Software has been properly installed, is in good working order and otherwise ready for Licensee to commence using of the Software.

- 4.3. For avoidance of doubt, it is expressly agreed the Licensor obligation according this LA does not include any customisation, adjustment or modification of the Software or any data conversion, unless expressly stated within this LA.
- 4.4. In conjunction with the installation of the Software, Licensor shall provide, for a period of up to 3 (three) man days, suitably qualified employees to train Licensee's personnel in the proper use and day-to-day routine support of the Software at such time as is mutually convenient for both Licensor and Licensee. The training, depending at the discretion of the Licensor, shall take place at the Licensee premises (on site) or via video-conference-call or in any similar way.

V. Maintenance and support

- 5.1. For the term of this LA, upon paying the fees payable hereunder, Licensor shall provide the following maintenance and support services in respect of the Software:
 - a) Software Update Service;
 - b) Support Service;
- 5.2. Software Update Service. Licensor shall provide to Licensee:
 - a) improvements required to allow the Software to operate in conformance with new regular quarterly versions or releases of SAP environment so long as such improvements are technically feasible;
 - b) new releases of the Software which Licensor elects to make available to its general Licensee base;
 - c) modifications, refinements, and enhancements which Licensor elects to incorporate into and make a part of the Software and does not separately price or market;
- 5.3. Support Service. The Licensor undertakes to provide the Licensee with support service, as defined within the annex to this LA. The agreed service level, as defined within the annex to this LA, shall be: Basic. The agreed level of tickets shall be: up to 10 per month. Should the actual number of tickets be more than 20% higher in two consecutive months, the Licensor has the right to initiate fee adjustment negotiations.

VI. Fees

- 6.1. For the use of the Software Licensee shall pay license and maintenance fees as specified within the annex to this LA.
- 6.2. Unless otherwise stated expressly, the Licensor has the right to invoice the fee on monthly basis.
- 6.3. The invoice must comply with the requirements of a proper tax document and must be delivered to the Licensee.
- 6.4. The invoice is due within 30 (thirty) calendar days.
- 6.5. Unless otherwise stated expressly, all amounts shall be understood as exclusive VAT.
- 6.6. Unless otherwise stated expressly, unilateral set-off of claims is herewith excluded.
- 6.7. If the Licensee fails to make any payment due to the Licensor under this LA by the due date for payment, then the Licensor may suspend the Licensee's right to use the Software and/or the provision of Software Update Service and/or Support Service, until the payment is made.

VII. Intellectual property

- 7.1. Licensor is the owner of all intellectual property rights in the Software (including any improvements and/or modifications) including all related written materials, logos, names and other support materials. No title to the intellectual property in the Software is transferred to Licensee by this agreement. Licensor represents and warrants that it has the right to grant the license to use the Software.
- 7.2. If the Software or any portion thereof is held to constitute an infringement of another person's rights, and use thereof is enjoined, Licensor shall, at its election and expense, either:
- procure the right to use the infringing element of the Software;
 - procure the right to an element which performs the same function without any material loss of functionality; or
 - replace or modify the element of the Software so that the infringing portion is no longer infringing and still performs the same function without any material loss of functionality.
- 7.3. Notwithstanding the foregoing, Licensor shall have no liability for any claim of infringement based on use of other than a current, unaltered release of the Software available from Licensor if such infringement would have been avoided by the use of a current, unaltered release of the Software.

VIII. Liability

- 8.1. Subject to the article 8.3 hereof, regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this LA), under no circumstances shall either party be liable to the other party or any other person or entity for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is
- incidental, consequential, special, punitive or indirect; or
 - for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and
 - Licensor will not be liable for any damages caused by any product and/or service provided for no fee.
- 8.2. Subject to the article 8.3 hereof, regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the LA), the maximum aggregate liability of either party to the other or any other person or entity for all events (or series of connected events) arising out of the LA will not exceed the license fee the Licensor has paid for the Software within last 12 months.
- 8.3. Nothing in the LA excludes or limits either party's liability for:
- death or personal injury caused by its negligence;
 - fraud or fraudulent misrepresentation; or
 - any liability which cannot legally be excluded or limited.

IX. Warranties

- 9.1. Either party warrants and represents to the other that:
- it has all necessary authority, power and capacity to enter into and perform this LA and that all necessary actions have been taken to enter into it properly and lawfully;
 - this LA is validly executed by its authorised representative;
 - it is not insolvent and is able to meet its debts as they fall due;
 - it has and will maintain and comply with all consents and licences necessary for it to enter into and perform this LA;
 - its entry into and performance of this LA does not and will not conflict with any of its contractual obligations or with any applicable laws;
 - will adhere all principles of social and environmental responsibility, anti-bribery principles and respect the established supplier policy.
- 9.2. Except otherwise stated expressly, the Licensor makes no representation or warranties and the Licensor disclaims all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the LA or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the LA, the Licensor makes no representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of the Software or its integration with any products or services, or that the operation of the Software will be secure, uninterrupted or error free. The Licensor shall in no extent be liable for any data loss, damage or their quality level.

X. Commencement and Duration

- 10.1. This LA comes into force on the date of signature and is concluded for an indefinite time period.
- 10.2. The Licensee is entitled to terminate this LA, even without giving a reason, by written 2 (two) months' notice.
- 10.3. The Licensor is entitled to terminate this LA, even without giving a reason, by written 6 (six) months' notice.
- 10.4. Either party is entitled to terminate this LA without notice if the other party persistently breaches its obligations and fails to remedy the same within 14 days from the date of delivery of the written notice.
- 10.5. Either party is entitled to terminate this LA without notice, should any kind of bribe be offered to the respective party or to any of its employee, consultant, sub-contractor, professional adviser, agent or legal, economic, technical or other professional advisor, counsel or aid.
- 10.6. Upon the termination of this LA, Licensee shall refrain from further use of the Software and uninstall it.

XI. Communication

- 11.1. Mutual communication between the parties, in particular any orders, confirmations, notices or other communications, shall be in writing in the English language and shall be delivered:
- personally to the person set out or notified in accordance with the provisions of the article 11.3 hereof; or

- b) by e-mail to the address set out or notified in accordance with the provisions of the article 11.3 hereof; or
 - c) by registered letter via the postal service provider to the address set out in the heading of this LA or notified in accordance with the provisions of the article 11.3 hereof.
- 11.2. The writing shall be deemed to have been duly served on the relevant party:
- a) at the time of actual receipt;
 - b) at the time when acceptance is refused;
 - c) with the expiry of the 3rd (third) working day after delivery.
- 11.3. Each party shall notify the other party without undue delay of any changes to the details of the person and/or address for delivery in the form of a written communication delivered to the other party in accordance with the above procedure.

XII. Final provisions

- 12.1. This LA shall be governed by the laws of the Czech Republic, including all directly binding laws of the European Union.
- 12.2. Any dispute arising from this LA is to be decided by the courts of law of the Czech Republic having the local jurisdiction of Prague.
- 12.3. This LA shall be binding on both parties at the moment of its conclusion.
- 12.4. Any changes or additions to this LA may be made only in the form of written and dated amendments signed by both parties.
- 12.5. This LA constitutes the entire agreement of the parties with respect to its subject matter and supersedes in its entirety any prior agreements, whether oral or written.