

## XTENDISE License Terms of Use

### 1. General Provisions

- 1.1 **ANECT a.s.**, the Czech joint stock company with its registered office at Vídeňská 204/125, 619 00 Brno, Czech Republic, ID No. 25313029, registered in the Commercial Register maintained by the Regional Court in Brno under file number B 2113, (hereinafter the "**Provider**") is the developer and provider of the XTENDISE Application (hereinafter the "**Application**"). The Application is an extension of the Cisco ISE system and as such expands its use and includes new quality-of-life features
- 1.2 The Client is a legal entity which, on the basis of and within the scope of a separate order or contract (hereinafter the "Agreement" or "Order") and in accordance with these XTENDISE License Terms of Use (hereinafter the "Terms of Use") was enabled by the Provider to use the Application.

### 2. Terms of Use of the Application

- 2.1 The Provider declares that it has at its disposal all necessary rights to provide the Application to the Client in the agreed extent and that the Application is not encumbered by any rights of third parties that would in any way restrict the Client in using the Application under the Agreement and these Terms of Use. The Provider further declares that no unresolved copyrights or other similar rights are attached to the Application on its part.
- 2.2 The Provider grants to the Client a time-limited, non-exclusive license to use the Application. The Client is entitled to use the Application for a period for which Client has paid the license fee specified in the Agreement (Order) (hereinafter the "Fee" or "Subscription"). Unless stated otherwise in the Agreement (Order), the Client shall pay the Fee (Subscription) for the relevant period to the Provider's account on the basis of an invoice issued by the Client.
- 2.3 The Client is obliged to ensure that the Application is used by the Client and its employees exclusively in the extent specified in the Agreement and these Terms of Use.
- 2.4 Unless expressly permitted in the Agreement, these Terms of Use or the relevant legal regulations, the Client is not entitled to: (a) copy, lend, rent, sell, assign, provide or otherwise distribute the Application or part thereof (especially the visual form of the Application) without express written permission of the Provider, (b) use the Application for purposes other than as agreed in the Agreement, use the Application to provide consulting Applications or use the Application for any commercial Applications without the prior written consent of the Provider, (c) change, adapt or modify the Application or create derivative works thereof; (d) perform any retrospective analysis, decomposition or decompilation of the Application in any way (including reverse engineering allowing mutual cooperation) or any part thereof, except as permitted by applicable law, and only to the extent as permitted by applicable law; (e) allow third parties access to or use the Application, except as expressly permitted in the Agreement or these Terms of Use, (f) grant consent to the use of the Application and / or assign the right to use the Application to third parties except as provided in the Agreement or these Terms of use, (g) supplement the Application with defective content, especially in an illegal, defamatory, untrue or offensive manner.
- 2.5 The Client is entitled to grant the right to use the Application exclusively to persons under common control with the Client. In such case is the Client responsible for the use of the Application by such persons to the same extent as if the Client was using the Application himself.
- 2.6 The Provider is entitled to suspend the use of the Application to the Client with immediate effect in the event of a breach of the rules of use specified in Article 2, paragraph 2.4 of these Terms of Use.
- 2.7 The Provider is entitled to publicly use a reference to the Client's use of the Application in Provider's marketing activities.

### 3. Liability, Indemnification

- 3.1 The Provider shall not be liable to the Client for any direct or indirect damage or injury incurred by the Client in connection with the use of the Application beyond the scope of liability stipulated by the relevant legal regulations.

- 3.2 The Provider undertakes to eliminate free of charge such defects that arise during the use of the Application, except when these defects arise as a result of the Client's activities. Defects arising from the Client's activities will be removed by the Provider for a fee as part of professional support.
- 3.3 The Provider undertakes to protect the Client's data from misuse or unauthorized use, but shall be in no case not liable for damage caused by the loss of the Client's data or their misuse or unauthorized use beyond the scope of liability stipulated by the relevant legal regulations.
- 3.4 The Provider's liability for any damage incurred by the Client or its employees in connection with the use of the Application is limited to a lower amount from: a) the Fee (Subscription) paid for the use of the Application for the last 12 months or b) the amount of CZK 10,000 (ten thousand Czech crowns).

#### **4. Duty of confidentiality, processing of personal data**

- 4.1 The Contracting Parties undertake to maintain the confidentiality and protection of confidential information communicated by the other Contracting Party, as well as to respect the principles of information security.
- 4.2 The Provider does not process personal data as part of the Application within the meaning of the EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data (hereinafter "GDPR").

#### **5. Term, Termination**

- 5.1 These Terms of Use become valid and effective in relation to the Client on the date of validity and effectiveness of the Agreement (Order).
- 5.2 Each party is entitled to terminate the Agreement or use of the Application at any time by giving 30 days' notice. In the event of termination by the Client, the Client is not entitled to any payment from the Provider, esp. the Client will not be reimbursed for the unused part of pre-paid Fee (Subscription). In the event of termination by the Provider, the Client is entitled for pro-rata reimbursement of the unused part of the pre-paid Fee (Subscription).
- 5.3 Each party is entitled to withdraw from the Agreement in case of material breach of the Agreement or these Terms of Use by the other party. The Provider's delay in making the Application available to the Client for more than 30 days for reasons exclusively on the part of the Provider is considered a material breach of the Agreement on the part of the Provider. Delay in payment of the Fee or Subscription longer than 90 days is considered a material breach of the Agreement on the part of the Client. Withdrawal must be made in writing and must be delivered to the other Party. In case of withdrawal by the Client for material breach of the Provider is the Client entitled for repayment of a pro-rata part of the already pre-paid Fee or Subscription. Such repayment of the Fee or Subscription shall constitute full indemnification of the Client's costs and damages arising out or in connection with the Agreement or use of the Application.
- 5.4 Upon termination of the Agreement, the parties undertake to settle mutual obligations no later than 30 days from the termination of the Agreement,
- 5.5 The termination of the Agreement does not affect the obligation of the contracting parties to pay damages incurred by the other contracting party for the duration of the Contract.

#### **6. Final Provisions**

- 6.1 In the event of a conflict between the Agreement and these Terms of Use, the provisions of the Agreement shall prevail.
- 6.2 If a court or government authority determines that any provision of these Terms of Use or the Agreement is invalid or ineffective, the other provisions of these Terms of Use or the Agreement, as well as the Agreement as a whole, shall remain in full force and effect. The Contracting Parties shall replace an invalid or ineffective provision with a valid and effective provision so that such provision best achieves the intended economic, legal and commercial purposes of the invalid or ineffective provision.
- 6.3 All disputes arising from use of the Application and legal relations established by the Agreement and these Terms of Use will be resolved by a Czech court, whose local jurisdiction will be determined by the address of the Provider's registered office, in accordance with Czech law, especially Act No. 89/2012 Coll., the Civil Code.