

End User License Agreement
(hereinafter “**EULA**”)
Version 5.2 – Issued January 2023

In this EULA the definition “**Eleveo**” means Eleveo a.s., Id. No. 25730151, with official seat at Karolinská 650/1, Prague 8, Czech Republic, a company registered and existing under the Laws of the Czech Republic, however in case the EULA is concluded when you reside in the United States, Canada, Mexico or any state located in the Central or South America, then “**Eleveo**” means Eleveo Inc., with official seat at 810 Crescent Centre Dr., Ste 220 Franklin, TN 37067 USA.

This EULA is a legal agreement between you (either an individual, single entity or companies and affiliates) and Eleveo setting forth the terms and conditions for your use of the Eleveo (Eleveo) Software accompanying this EULA which includes computer software, any updates to it, all Eleveo and third-party proprietary rights, relevant data carriers and documentation in any form, including, without limitation, electronic form, supplied by Eleveo to you in any form through any medium (collectively, the “**Software**”).

By accepting the offer sent to you by Eleveo (hereinafter as “**Offer**”) and sending a purchase order to Eleveo (hereinafter as “**Purchase Order**”) you declare that you have read, understood and accepted this EULA, that you are agreeing to be bound by the terms of this EULA and have the authority to enter into this EULA. If you do not agree to the terms of this EULA, you are not authorized to install, download or use the Software in any manner.

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Section 1. Grant of License

Eleveo hereby grants to you a non-exclusive license, subject to the terms and conditions of this EULA only and limited to:

- A. Use the Software in accordance with the accepted Offer and Purchase Order.
- B. Use the Software solely for your internal purposes within the functional scope that is exclusively stated in the documentation provided to you by Eleveo.
- C. Make one (1) copy of the Software in machine-readable form solely for back-up purposes. Any copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.
- D. Use the Software in connection with multiple systems, networks, servers, or emulations on a computer, provided, however, that you may not use the Software on more extensive level than reflected in Offer and Purchase Order which are material and integral part of this EULA. However, you are authorized to use the text of any documentation when preparing internal instructions or manuals for your employees, in which case Eleveo is not responsible for mistakes in documents so derived.

The Software is or will be protected by Czech copyright law, U.S. copyright law, your country copyright law, other countries copyright law and international copyright laws and treaties. Eleveo is or shall be the owner of the copyrights, patents and other intellectual property rights with respect to the coding embedded in the Software.

- E. You authorize Eleveo to collect from your computers certain identifying information about your computers (i.e., the operating system, CPU, and terminal ID) as well as information about

the Software installed (i.e., version, the region and language codes) for the sole purpose of tracking your compliance with this EULA. If you do not consent to the collection of this information, you may not install, download or use the Software. You consent to having your name listed on Eleveo media communications, in any format, necessary to reflect the business relationship with you.

F. You are obliged to pay the license fee in the amount stated in the invoice provided to you by Eleveo and in accordance with Offer and Purchase Order. You are allowed to use Software within the scope of rights under this EULA (hereinafter the “**License**”) only after the license fee stated in the invoice provided to you by Eleveo has been paid. Prior to the payment of the license fee, you may use the Software only temporarily and solely for the purpose of the implementation of the Software in accordance with the accepted Purchase Order. If you have paid the license fee within its due date, you are provided with activated commercial license file which enables the Software functionalities/features in accordance with the scope of rights under this EULA. In the event that you fail to pay the license fee within the due date, the License hereunder terminates and ceases to exist as of the first day of your delay with the payment of the license fee. In such case, you are not allowed to use the Software in any way, unless you have agreed with Eleveo in writing on a renewal of the License.

G. You are allowed to use the Software in the territory stated in the Offer and Purchase Order and other locations approved by Eleveo.

Section 2. Restrictions

A. The Software contains trade secrets and confidential information, and in order to protect them, you may not, except as otherwise stated in this EULA or expressly permitted by mandatory provisions of applicable law:

- (i) MAKE OR DISTRIBUTE COPIES OF THE SOFTWARE OR ANY PART OF IT TO OTHERS OR ELECTRONICALLY TRANSFER THE SOFTWARE FROM ONE COMPUTER TO ANOTHER OVER A NETWORK OTHER THAN YOUR OWN;
- (ii) DECOMPILE, REVERSE ENGINEER, DISASSEMBLE OR OTHERWISE REVERT THE SOFTWARE TO A HUMAN-PERCEIVABLE FORM;
- (iii) ALTER OR REMOVE ANY COPYRIGHT, TRADEMARK OR OTHER PROTECTIVE NOTICES CONTAINED ON OR IN THE SOFTWARE;
- (iv) YOU MAY NOT MODIFY, ADAPT, TRANSLATE, DISTRIBUTE, OR CREATE OR HAVE CREATED DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF;
- (v) YOU MAY NOT RENT, LEASE, LOAN, SELL, SUBLICENSE, ASSIGN, TRANSFER OR OTHERWISE DISPOSE OF YOUR RIGHTS IN THE SOFTWARE, IN WHOLE OR IN PART.

B. “**Authorized Users**” shall mean any of your full or part time employees or your authorized contractors using the Software within its functional scope solely for your business internal purposes. Only Authorized Users may exploit the License granted to you by this EULA. Other eventual users of the Software must be awarded express written permission of use by Eleveo.

C. Notice of License Terms to Authorized Users. You shall make all reasonable efforts to provide Authorized Users with an appropriate notice of the terms and conditions under which the License to the Software is granted under this EULA, including, without limitation, any and all limitations on access or use of the Software as set forth herein.

D. In the event you know or reasonably should have a reason to know that the Software has been or is being used in a manner inconsistent with the terms and conditions of this EULA, by you, your employees, agents, representatives, authorized or unauthorized individual with access to the Software, you shall inform Eleveo immediately in writing and agree to assist Eleveo and its legal representatives in the resulting investigation thereof. You are responsible for any misuse of the Software or other breach of this EULA occasioned by your misfeasance. Notwithstanding the foregoing and

without prejudice to any other rights of Eleveo under applicable law, Eleveo may: (i) terminate any unauthorized access to the Software; (ii) terminate the access of the Internet Protocol address(es) from where the unauthorized use occurred; or (iii) terminate this EULA with immediate effect by delivery of a notice to you.

Section 3. Term

A. This EULA becomes valid and effective upon the acceptance of the Offer and sending a Purchase Order by you and the delivery of the same to Eleveo as described in the preamble of this EULA. The license to use the Software is granted:

- I. In case of commercial licensing, for an indefinite period of time, unless terminated pursuant to this Section 3.
- II. In case of subscription licensing, for a definite period of time, as specified in the Purchase Order.

B. Without prejudice to any other rights on the side of Eleveo, Eleveo is entitled to terminate the License with immediate effect by and upon delivery of a notice to you in case you fail to comply with any provisions of this EULA. The license will terminate automatically without notice from Eleveo if you materially breach any provisions of this EULA.

C. Upon termination of the license granted under the conditions laid in this EULA, you must destroy all your copies of the Software immediately. The license fee, as stated in the invoice, shall not be recovered in case of termination hereof.

D. You may not unilaterally terminate the License or the EULA.

Section 4. Foreign Export

You agree and certify that neither the Software nor any related technical data is being or will be shipped, transferred or re-exported, directly or indirectly, into any country in violation of any applicable laws or regulations of the Czech Republic, the United States, the country in which it was obtained or any applicable laws and rules of European Union.

Section 5. Disclaimer of Warranty

A. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, AND ELEVEO, ITS AFFILIATES, EMPLOYEES, PARTNERS AND AGENTS SPECIFICALLY DISCLAIM ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELEVEO, ITS AFFILIATES, EMPLOYEES, DISTRIBUTORS, PARTNERS, AND AGENTS DO NOT WARRANT THE PERFORMANCE OF OR THE RESULTS YOU MAY OBTAIN FROM THE SOFTWARE, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES.

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TO THE EXTENT PERMITTED BY LAW ELEVEO'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES HEREUNDER SHALL BE LIMITED TO ACTUAL DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ELEVEO AND WILL NOT INCLUDE LOSS OF PROFIT. FURTHER TO THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, THE EXTENT OF ELEVEO'S OBLIGATION TO REIMBURSE YOU FOR LOSSES HEREUNDER SHALL BE LIMITED IN SUCH MANNER THAT ELEVEO'S LIABILITY SHALL NOT EXCEED THE APPLICABLE PRICE PAID BY YOU UNDER THIS EULA. TO THE EXTENT PERMITTED BY LAW ELEVEO WILL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS EULA OR OTHERWISE FOR LOSS OR DAMAGE TO DATA, LOSS OF BUSINESS OR LOST PROFITS.

B. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL ELEVEO, NOR ANY OF ITS AFFILIATES, EMPLOYEES, PARTNERS OR AGENTS HAVE LIABILITY OR RESPONSIBILITY OF ANY KIND TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES CAUSED OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE SOFTWARE LICENSED OR FURNISHED BY ELEVEO OR ANY OF ITS AFFILIATES, EMPLOYEES, PARTNERS OR AGENTS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS EULA.

C. ELEVEO HEREBY RESERVES THE RIGHT TO MODIFY, ADAPT, TRANSLATE OR IMPROVE THE SOFTWARE AT ANY TIME.

Section 6. Specific Provisions

If you are a U.S. Government End User, the following paragraph A shall apply.

A. The Software and documentation in any form are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

Section 7. Governing Law

This EULA is governed by and shall be construed in accordance with substantive laws, i.e. without regard to its conflicts of laws principles, in force (a) in the State of Tennessee, if this EULA is concluded when you reside in the United States, Canada, Mexico or any state located in the Central or South America, or (b) in the Czech Republic, if this EULA is concluded when you reside in any other jurisdiction not described above. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Section 8. Dispute Resolution

In the event a dispute arises under or in connection with this EULA, you hereby consent to personal jurisdiction of the state and federal courts of Tennessee when the law of Tennessee applies. When the law of the Czech Republic applies you hereby consent to have the disputes finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court, whereas the Party that is unsuccessful in the dispute shall be obliged to reimburse the other Party for the costs of the proceedings.

Section 9. Severability

If any provision of this EULA is held to be unenforceable, in whole or in part and for any reason, such holding will not affect the validity of the other provisions of this EULA and the other provisions shall remain in full force and effect.

Section 10. Integration

This EULA sets forth the entire agreement and understanding between you and Eleveo, and supersedes and replaces any and all other communications, understandings, and agreements relating to the subject matter of this EULA, whether written or oral.

Section 11. No Waiver

The failure of any party to insist upon strict performance of any of the terms or provisions of this EULA, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.

Section 12. Headings

The headings of the sections of this EULA are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this EULA.

Section 13. Survival

Except as otherwise expressly provided herein, the provisions of Sections 2, 3, 5, 6, 7, 8 and 10, together with any provisions that by their express terms or context apply to periods after termination of this EULA, shall survive termination of this EULA for any reason. For the avoidance of doubt, the survival shall not imply or create any continued right to use the Software after termination of this EULA.

Section 14. Modifications

This EULA can be modified by mutual agreement in writing only.

Section 15. Third-Party Rights

Third-Party rights and licenses are available on the website help.eleveo.com or Eleveo Portal.