

SOFTWARE END USER LICENSE AGREEMENT

1 Definitions.

- a. **Agreement** means this Software End User License Agreement.
- b. **Authorized purposes**, for purposes of this Agreement shall mean personal purposes or internal business purposes of the Customer or Customer's affiliates including the commercial or Non-Commercial purposes. An authorized purpose under this Agreement does not include the provision or use of the Software or any parts thereof in any form by third parties.
- c. **Customer** means the end user of the Provider's products to whom the license for using the Software is granted.
- d. **Extended Period**, for purposes of this Agreement has the meaning defined in article 3.b of this Agreement.
- e. **Free Software** for the purposes of this Agreement means the Software provided by the Provider for free of charge for non-commercial purposes only.
- f. **Initial Period**, for purposes of this Agreement shall mean, the period beginning on the day, on which the Customer downloaded or otherwise acquired the Software and lasting for a period specified in art. 3.a of this Agreement unless specified differently in the Purchase Order.
- g. **License Key** is a unique alphanumeric sequence related to the Software supplied by the Provider to the Customer; generated for and limited to a certain ServiceNow instance and a named SnowMirror instance.
- h. **Non-Commercial** purpose, for the purpose of this Agreement shall mean where Software is not used for any commercial, for-profit, or revenue generating activities including any demo or point of concept purposes.
- i. **Provider** for the purposes of this Agreement means the company GuideVision, s.r.o., with registered office V Parku 2326/18, 148 00 Praha, Česká republika, Company number 03340414.
- j. **Purchase Order** means a mutually agreed ordering document for the specific Provider Software licensed and purchased which is executed.
- k. **ServiceNow** means for the purposes of this Agreement, the Software platform ServiceNow® in any variation, which is property of the company SERVICENOW Inc. 3260 JAY STREET SANTA CLARA, CA 95054. ServiceNow® is a registered trademark of SERVICENOW INC.
- l. **Software** for the purposes of this Agreement means the SnowMirror for ServiceNow software product of the Provider or any other software product of the Provider specified in the Purchase Order and commercially available for Customer.
- m. **Validity Period**, for purposes of this Agreement shall mean the Initial Period and all following Extended Periods.
- n. **Year**, 12 consequent calendar months.

2 Granting of the license, related provisions.

- a. **Terms and Conditions of granting of the license.** Terms and Conditions of granting of the license for purposes of this Agreement shall mean the conditions specified in this Agreement and in the Purchase Order. Terms and Conditions are valid also for the use of the Free Software.
- b. **Granting of the license.** In accordance with the Terms and Conditions, the Provider hereby grants to the Customer a worldwide, non-exclusive, non-assignable and non-transferable limited right to use the Software for the entire duration of the Validity Period exclusively in the form of a machine code or an object code, solely for Authorized purposes in accordance with the Terms and Conditions and the supported License Key, if it is provided. This right is enforceable for the Validity period.
- c. **Price for the granting of the license** is given by the up-to-date valid pricelist of the Provider. The price for granting of the license shall be paid in form of annual fees, which are paid for each Year based on the invoice issued by the Provider. The invoices shall be due within 30 days of the date of issuance and shall be issued after the acceptance of the Purchase Order. Before each renewal year, the Provider is entitled to issue an advance invoice and Price for the granting of the license is payable in advance. The Customer agrees to pay

any sales, value-added or other similar taxes imposed by applicable law that Provider must pay based on the Purchase Order.

- d. **Restrictions.** The Customer shall not commit these actions, nor enable a third party to do so: (i) duplicate the Software for any purpose other than it is reasonably necessary for use under this Agreement in accordance with the Authorized purposes and for off-line archiving and recovery system; system restoration; (ii) install the Software on more computers than it is stated in the Terms and Conditions; (iii) use License Key in other ways than expressly permitted by this Agreement, in particular to use License Key for different purposes than Authorized Purposes or for different ServiceNow instance or SnowMirror instance than determined by the Provider; (iv) make the License Key available to any third party with the exception of the representatives of the Provider in order to obtain technical support for the Software; (v) disclose the Software or use it for any purpose other than for Authorized Purposes; (vi) perform reverse analysis, disassemble, decompile, translate, manipulate, modify or extract the Software (or any part thereof), except as expressly permitted by law; (vii) edit, change or otherwise modify the Software, except to the extent expressly permitted by law; (viii) transfer, pledge, rent, share or sublicense the Software; (ix) provide access to any third party or enable to use the Software in the Service Department; or (x) use the Software for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes. In the case of breach of any provision of this Agreement by the Customer the Provider is entitled to require the reimbursement of the damages and lost profits for each case of breach.
- e. **Updates.** During the Validity Period, the Provider may issue updates. Updates will be deemed Software for all purposes under this Agreement. The Customer acknowledges that, to the maximum utilization of the Software, the Customer should regularly download the updates and install them. The Provider has no obligation to provide Updates after the termination of this Agreement. The Provider reserves the right to terminate the provision of Updates for any version of the Software other than the most current version, or for the use of the Software in connection with other than the most current versions of operating systems or other third-party Software including ServiceNow.

3 Termination of the Agreement.

- a. **Initial Period** is 36 months from conclusion of this Agreement, if it is not agreed differently in any individual Purchase Order.
- b. **Termination of the Agreement.** In addition to the reasons arising from law, the Provider may terminate at any time, without any prior notice, if the Customer materially violates this Agreement. The material violation of this Agreement means the use of the Software in the contradiction to this Agreement, delay with the payment of the price for granting of the license longer than 30 days and all other breaches of the essential Terms and Conditions. In the case of termination of this Agreement for any reason, the Provider is entitled to keep the price for granting of the license already paid by the Customer as a contractual penalty.
- c. **The effects of the termination of the Agreement.** The termination of the Agreement is effective to the date of delivery of the written termination to other contracting party to the address provided at the order. Upon the expiration or termination of this Agreement, the Customer must cease using the Software and destroy all copies thereof (including archive). The Provider can stop providing Updates and the Software functionality may be terminated. Articles 4, 5, 6 of this Agreement shall remain in force even after the termination of this Agreement.
- d. In case of the Customer's delay with the payment of contracted price, the contracting parties agree on penalty of 0.1% from the outstanding amount for each day of delay. Provider's right to compensate damages is not affected.

4 Ownership rights.

The Provider reserves all rights, interest and title to the Software and related documentation and to all derivative works, updates, upgrades, modifications and improvements thereto or any related artefacts developed using cognitively computing capabilities of the Software even which are not expressly stated in this Agreement. All rights, trademarks and other intellectual property rights relating to the Software and related documentation are the property of the Provider or its licensors and are protected by copyright laws, international conventions, and other applicable legislation. Provider is entitled to dispose with all rights, trademarks and other intellectual property rights relating to the Software without any restrictions. Any copies of the Software, which the Customer is entitled to make under this Agreement, must contain the entire clause on copyright and other notices contained in the original copy of the Software.

5 Warranties.

- a. **General Provisions.** The Provider guarantees that upon delivery or download of the Software and for a period of thirty (30) days after its delivery or download, will be without any factual defects and that the Software will work in material respects in accordance with the relevant specifications. The above warranty applies only to the Software excluding Free Software supplied in the original form; it does not apply on the Updates. The Customer's sole and exclusive entitlement in case of failure to comply with this warranty is the right to replacement of the defective media or Software, or, at the discretion of the Provider, to return the Software against the entire amount paid. All justifiable claims arising from the warranty shall be satisfied within 15 days from receiving of written notice. In order to benefit from the rights referred to in this article 5, the Customer must uninstall and destroy all copies of the Software that he has made (including any archival copies) and (i) if the Customer purchased the Software in the form of a downloadable file, follow the instructions on the WWW or (ii) if the Customer purchased the Software in any other way, return the Software in its original packaging, with the proof of purchase at the point of purchase.
- b. **Free Software.** In relation to Free Software, the provisions of this article 5.b shall apply instead of the provisions of article 5.a. All Software is provided as it is, without warranty and without any support or other services by the Provider.
- c. **Exclusion of Warranties.** EXCEPT AS EXPRESSLY REFERRED TO IN ARTICLE 5.a OF THIS AGREEMENT, THE PROVIDER DOES NOT ASSUME AND RECOGNISE ANY OTHER EXPRESS WARRANTIES OR WARRANTIES ARISING FROM LEGISLATION, RELATING TO THE SOFTWARE, MEDIA OR ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, INTER ALIA, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL PROVIDE 100% PROTECTION.
- d. Any open source software or third party software, if used in the Software are delivered as-is without warranties or liability of any kind (direct or indirect).
- e. **Hazardous Environments.** The Customer hereby acknowledges that the Software is not designed or licensed for use in hazardous environments, including non-exclusively the operation of nuclear facilities, aircraft navigation systems, air traffic control systems, life support systems, weapon systems, and any other environment in which physical injury or death could be caused due to the failure or inability to use the Software. Without limiting the provisions of articles 5.b and 5.c of this Agreement, the Provider and its licensors hereby disclaim all express or implied warranties and responsibility for use of the Software in such environments.

6 Limitation of Liability.

NEITHER THE PROVIDER, NOR ITS SUPPLIERS OR RESELLERS ARE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING, INTER ALIA, LOST PROFIT OR REVENUES, LOSS OF PRIVACY, LOSS OF BENEFIT FROM ANY COMPUTER OR SOFTWARE, INCLUDING THIS SOFTWARE, OPERATION INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER MONETARY LOSS), ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE, WHICH IS PROVIDED ON ITS BASIS. THIS DOES NOT APPLY EVEN IN SUCH CASE, WHEN THE PROVIDER POINTED OUT THE POSSIBILITY OF SUCH DAMAGES, THE DAMAGE CAUSE OR THE THEORY OF DAMAGE LIABILITY WILL NOT BE CONSIDERED. LIMITATION OF LIABILITY FOR DAMAGES ACCORDING TO THE PRECEDING SENTENCE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PROVIDER'S LIABILITY FOR ANY DAMAGE RELATED TO THE SOFTWARE SHALL IN NO EVENT EXCEED THE AMOUNT WHICH THE CUSTOMER ACTUALLY PAID FOR THE SOFTWARE.

7 Indemnification.

- a. Provider will indemnify and hold harmless the Customer for breach of third-party intellectual property by Software (excluding open source software or third party software) only if the alleged breach is not resulting from: (a) any breach of a representation or warranty made in this Agreement by Customer; (b) Customer failure to comply with any applicable laws or regulations; (c) Customer modification of the Software, and any claim against Provider in connection with any unauthorized installation, use, copying, access or distribution of any Software; (d) any alleged infringement or misappropriation of any intellectual property rights of any third party based on or related to Software modifications not made by Provider, (e) any alleged eavesdropping, interception, failure of delivery or loss of data sent, stored or

received using the Software, (f) Customer breach of this Agreement, (g) results from Customer failure to use an updated version of the Software; and/or (h) the alleged infringement is based on the combination or use of Software (including, without limitation, open source software), program or device not provided by Provider if such infringement would not have arisen but for such use or combination.

- b. Notwithstanding the above provision, no indemnity shall be applicable for Free Software.

8 Information protection and security.

- a. **Registration Information.** Activation of the Software may require the Customer's registration with the Provider via the Internet or telephone. The material condition for granting of the licenses based on this Agreement is accuracy and completeness of information, which the Customer provides to the Provider as of the date of registration.
- b. **Consent with electronic notification.** By accepting this Agreement, the Customer expresses his consent with receipt of all electronic messages from the Provider, especially notifications, contracts, legally required disclosures, commercial offers or other information relating to the Software (hereinafter jointly referred to as the "Notification"). The consent may be revoked at any time.
- c. **Deactivation.** Once the Software is paid, the Provider is not obliged to return any part of the paid price if the Customer stops using this Software.

9 Terms and conditions of the products of third parties.

The Provider used various publicly available software libraries of third parties (hereinafter referred to as the "Third Party Software") which are a legal part of the Software in accordance with their individual license policies. By accepting this Agreement, the Customer acknowledges that the individual license terms and conditions of Third Party Software may differ from the license terms and conditions laid down for the Software. This Third Party Software may only be used with the Software supplied with it, may not be used separately, or with any other Software or device.

10 Miscellaneous Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire Agreement between the contracting parties and supersedes any prior oral or written communications, statements and agreements relating to the subject matter of this Agreement. If any Purchase Order entered into under this Agreement contains a provision that is in conflict with any provision of this Agreement, the contracting parties have agreed that in such a case, the text and content of the Purchase Order is decisive.
- b. **Amendments; Waiver of Rights.** This Agreement may be wholly or partially modified or amended only on the basis of a written agreement duly signed by both contracting parties or on the basis of further electronic agreement submitted by the Provider and accepted by the Customer. If the Provider does not require or enforce strict performance of any provision of this Agreement, it shall not be deemed a waiver of any provision or right.
- c. **Severability.** The parties desire and insist that any provision of this Agreement was held enforceable to the full extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is found to be wholly or partly illegal, invalid or unenforceable to any extent, that provision will be construed in a manner that allows the maximum enforceability pursuant to applicable legislation. In addition to the provisions that were found to be illegal, invalid or unenforceable, all other provisions of the Agreement and the application thereof to any person or circumstance shall remain in full force and effect in any case.
- d. **Language.** The default and decisive language of this Agreement is English. If the Provider provides, in order to facilitate the process, one or more translated versions, in case of conflict or discrepancy, the English-language version is decisive.
- e. **Jurisdiction.** This Agreement is governed by Czech law. Any possible disputes regarding the contents and execution of this Agreement shall be settled amicably. If an amicable solution is not possible, the dispute shall be settled by materially and locally relevant Court in Prague, Czech Republic.