

## IDEA StatiCa s.r.o. END USER LICENSE TERMS AND CONDITIONS

1. **INTRODUCTORY PROVISION.** The End User License Terms and Conditions stipulated herein (hereinafter the “**Conditions**”) are binding upon all users of any and all software programs developed by the company IDEA StatiCa s.r.o., Id. No. 283 56 586, registered office at Brno, U Vodarny 2a, Zip Code 616 00, Czech republic, registered in the Commercial Register maintained by the Regional Court in Brno, file no. C 63425, and its cooperating persons (hereinafter referred to as the “**IDEA StatiCa**”) irrespective of the method of the delivery of the Software (the license thereto) and irrespective of the fact whether the Software is delivered directly by IDEA StatiCa or through one of its resellers.
2. **DEFINITIONS.** Following terms shall have the following meaning in these Conditions.
  - 2.1. End User means any user who uses the Software based on the submitted order or based on its installation without preceding order.
  - 2.2. Provider means (i) IDEA StatiCa in case the license to the Software is provided to the End User directly by IDEA StatiCa, or (ii) the Reseller in case the license to the Software is provided to the End User through the Reseller.
  - 2.3. Reseller means any of the resellers of IDEA StatiCa, the list of which is published on the website of IDEA StatiCa.
  - 2.4. Software means any software product of IDEA StatiCa used by the End User or requested to be used, both based on submitting the order or on its simple installation without preceding order.
  - 2.5. Personal Data means the following data and information relating to the End User: (i) End User's (business) name, (ii) End User's contact details including address, phone number and e-mail, (iii) technical information about End User's device used for operating the Software, system and application software (iv) End User's IP addresses, and (v) information on the manner of use of the Software by the End User.
  - 2.6. Third Party Software means the independent software developed by other parties than IDEA StatiCa or any of its software developers, which independent software has different functionality than the Software and which independent software is incorporated into the Software.
  - 2.7. Underlying Agreement means any of the agreements set forth in Sections 3.1, 3.2 and 3.3 hereof concluded in writing, orally, electronically or in any other way permissible according to the applicable regulations.
3. **UNDERLYING AGREEMENT.**
  - 3.1. If the license to the Software is provided to the End User directly by IDEA StatiCa these Conditions shall form integral part of the license agreement between IDEA StatiCa and the

End User. For the avoidance of any doubts Limited License (Section 5 below) is always deemed for the license provided by IDEA StatiCa and the license agreement is concluded by acceptance of these Conditions in accordance with Section 4 below.

3.2. In case the license to the Software is provided to the End User by the Reseller these Conditions shall form integral part of the license transfer agreement between the Reseller and the End User.

3.3. If the license to the Software is leased to the End User by the Provider these Conditions shall form integral part of the license lease agreement between the Provider and the End User.

3.4. In all above cases provisions of these Conditions shall apply unless otherwise agreed between the Provider and the End User in the Underlying Agreement. For the purposes of these Conditions the provision/granting of the license shall mean granting the license directly by IDEA StatiCa, the transfer of the license from the Provider and/or providing the lease of the license by the Provider.

**4. ACCEPTANCE OF THE CONDITIONS.** These Conditions will be accepted by the End User either (i) by clicking on the button “I agree” below, or (ii) by submitting IDEA StatiCa order form to IDEA StatiCa or the Reseller containing the reference to these Conditions, by which the End User expresses its consent to be bound by the Conditions in the wording described herein. End User is not entitled to install or use the Software without accepting these Conditions.

**5. THE LICENSE.** The license to the Software is provided to the End User as the license for the limited trial period (“**Limited License**”), as the lease of the license for the limited lease period (“**Leased License**”) or as the license for the unlimited period of time (“**Full License**”). The Limited License is granted to the End User by the fulfilment of the following conditions (i) installation of the Software by the End User and (ii) accepting these Conditions by the End User in accordance with the Section 4 hereof. The Full License or the Leased License is provided to the End User by the fulfilment of the following conditions: (i) ordering the Full License or the Leased License by the End User from the Provider, (ii) receipt of the activation key by the End User, and (iii) accepting these Conditions by the End User in accordance with the Section 4 hereof.

**6. BASIC LICENSE TERMS.**

6.1. In case of all the Limited License, the Leased License and the Full License (hereinafter jointly as the “**License**”) the End User is provided with the non-transferable and non-exclusive license to use the Software under the conditions, in the manner and in the scale described herein.

6.2. The License is provided to the End User exclusively for the purposes of technical calculations within the functionality of the respective Software (hereinafter the “**License Purpose**”).

6.3. The territorial scope of the License is worldwide.

- 6.4. The right to use any and all patches and minor releases to the current version of the Software is included in the Leased License and in the Full License under the terms and conditions set forth in Section 11 of these Conditions.
- 6.5. Full License and Limited License do not include new versions (major releases) of the Software. Leased License includes the right to use new versions (major releases) of the Software.
- 6.6. The right to use Third Party Software is not included in the License.

## **7. LICENSE PERIOD AND LEASE PERIOD.**

- 7.1. Limited License is granted to the End User gratuitously for the period of 14 (fourteen) calendar days starting from the day of the first installation of the Software by the End User or for any other period enabled by IDEA StatiCa (hereinafter the "**Trial Period**").
- 7.2. Full License is granted to the End User for indefinite period of time and is subject to the payment of the License Fee invoiced to the End User by the Provider.
- 7.3. The lease of the Leased License is granted to the End User for the lease period agreed in the Underlying Agreement (hereinafter the "**Initial Lease Period**") starting to run from the receipt of the activation key. The lease period of the Leased License shall be automatically renewed (even repeatedly) for successive period corresponding to Initial Lease Period thereafter (hereinafter the "**Renewal Lease Period**") until and unless written notice of non-renewal is provided to the Provider at least thirty (30) days prior to the expiration of the then-current Initial Lease Period or Renewal Lease Period (Initial Lease Period or Renewal Lease Period shall be hereinafter referred to as "**Lease Period**").

## **8. LICENSE FEE.** The license fee for the Full License and the lease rentals for the lease of Leased License shall be referred hereinafter jointly as the "**License Fee**".

- 8.1. The End User is obliged to pay the License Fee for the Full License within the period as per the respective invoice issued by the Provider.
- 8.2. The License Fee for the lease of the Leased License during the Initial Lease Period shall be paid by the End User within the period as per the respective invoice issued by the Provider.
- 8.3. The License Fee for the lease of the Leased License during the Renewal Lease Period shall correspond to the License Fee relating to the preceding lease period and shall be paid by the End User within the period as per the respective invoice issued by the Provider after the commencement of the Renewal Lease Period.

## **9. FURTHER LICENSE TERMS AND CONDITIONS.** The End User shall be obliged to comply with the following license conditions:

- 9.1. In the course of the Trial Period the End User is entitled to install, access and use on its own computers or data server copies of the Software in the maximum number of 1 (one) permitted

user. In case of Full License and/or the Leased License the End User is entitled to install, access and use on its own computers or data server copies of the Software in the maximum number corresponding to the number of the permitted users (licenses) ordered by the End User and invoiced by the Provider. The number of the concurrent users may not exceed the maximum number of permitted users pursuant to Section 9.1 hereof.

- 9.2. It is not permitted to spread, sell, sub-license, let on lease, provide in the form of leasing, lend or otherwise provide the Software to other legal or natural persons.
- 9.3. It is not permitted to access or allow the access of the Software to the third parties via the internet, including, without limitation, use in connection with the web hosting or similar service, or to make the Software available (directly or indirectly) to the third parties via internet on the computer system of the End User or otherwise.
- 9.4. It is not permitted to copy, separate the parts of, or to create any derivative versions of the Software.
- 9.5. It is not permitted to modify the Software, to analyze, decompile, disassemble a source code or seek to obtain a source code of the Software in any other manner.
- 9.6. It is not permitted to create any derivative works based on the Software or to incorporate the parts of the program equipment into other programs, unless explicitly permitted in the documentation relating to the Software.
- 9.7. Notwithstanding the above the End User is entitled to create for itself one copy of the Software on a medium for permanent storing of data as a back-up copy, provided that the archive back-up copy shall not be installed or used on any other computer. The creation of any other copy of the Software shall be a violation of these Conditions.

**10. VIOLATION OF THE CONDITIONS.** Should the End User violates any of its duties pursuant to the Section 9 above or should it fails to pay the whole License Fee within the payment period of the respective invoice, the License or the lease of the License shall be terminated immediately without the obligation to return the License Fee which will be kept by the Provider (if paid). In such case the Provider shall also be entitled to deactivate or block using the Software. The right of IDEA StatiCa and/or the Reseller to claim the damages and to raise any other remedies under the applicable law shall remain unaffected.

**11. PATCHES/MINOR RELEASES.**

- 11.1. The End User holding the Full License and/or having in lease the Leased License shall have the right for patches and minor releases of the version of the Software valid as of the day of the receipt of the activation key in case of Full License or as of the day of the commencement of the Lease Period in case of Leased License.
- 11.2. The right for patches and minor releases is limited for the period of 2 (two) years starting from the day of the first release of the version of the Software described in Section 11.1 hereof.

11.3. Patches and minor releases shall be made accessible to the End User on the internet pages of IDEA StatiCa or on the internet pages of the Reseller. The Provider and/or IDEA StatiCa shall not be liable for any damages caused to the End User as the result of the fact that the respective patches or minor releases will not be installed by the End User.

## 12. MAINTENANCE.

12.1. Subject to the payment of the annual maintenance fee (hereinafter the “**Maintenance Fee**”), the End User holding the Full License shall have the right for the following services (hereinafter “**Maintenance Services**”) for the period of one (1) year starting from the payment of the Maintenance Fee:

- (a) User support (Hot-line). Help and support via so called hot-line in solving the problems connected with the use of the Software throughout published operating hours. Any requirements for help and support received outside of operating hours shall be deemed to have been received on the following business day. A requirement for help and support can be delivered to the Provider via phone, facsimile or email at the reserved telephone numbers or email addresses specified in the documentation relating to the Software or on the websites of the Provider or of its business partners. A requirement for help and support must be sufficiently certain and must contain data enabling the replication of the reported problem. If necessary, the End User shall be obliged to provide necessary assistance in solving a reported problem. User training is not included in the user support (Hot-line).

The support shall not be provided, if a request for support (i) results from any unauthorized interference with the Software, its source code, or by the use of incorrect parameters or settings of the Software, (ii) has occurred by the fault of servicing staff, or by the use of the Software in contravention with the documentation, (iii) has already been resolved by the issuance of the patch/minor release, which the End User failed to install, (iv) if the End User has failed to pay the License Fee, or (v) is otherwise provided for in this Conditions.

- (b) New versions of the Software. Right to use any new versions of the Software, which shall be made accessible to the End User on the internet pages of IDEA StatiCa or on the internet pages of the Reseller.
- (c) Patches and minor releases. Right to use any patches and minor releases of the new versions of the Software under Section (b) above released by IDEA StatiCa in the period of 2 (two) years from the day of the release of the new version. These patches and minor releases shall be made accessible to the End User on the internet pages of IDEA StatiCa or on the internet pages of the Reseller. The Provider and/or IDEA StatiCa shall not be liable for any damages caused to the End User as the result of the fact that the respective patches or minor releases will not be installed by the End User.

12.2. In case of Leased License the Maintenance Services are included in the lease for the duration of the whole Lease Period and are not subject of the payment of the Maintenance Fee.

12.3. The maintenance period shall be automatically renewed (even repeatedly) for successive period of one (1) year until and unless written notice of non-renewal is provided to the Provider at least thirty (30) days prior to the expiration of the then-current maintenance period.

### **13. WARRANTIES AND LIABILITY.**

13.1. Defects and errors. The Provider is liable for the defects/errors of the Software existing in the time of the receipt of the activation key by the End User even if the defect becomes apparent afterwards, provided that the End User will notify in writing or via Hot-line the defect without undue delay from the day it becomes aware of the defect or should have with regards to all relevant circumstances become aware of the defect, however within 6 (six) months from the receipt of the activation key by the End User at the latest. The Provider is obliged to notify the User on the result of the processing of the complaint within 14 (fourteen) days from the receipt of the defect notification and in case no exception or exclusion pursuant to this Section 13 hereof is applicable, it will be also obliged to commence within the same period to work on clearing up the defect and to deliver for free to the End User within the reasonable time, considering the nature and scale of the defect, the minor release/patch of the Software. Besides the Provider shall be obliged to compensate the End User for the damages incurred by User as the consequence of the occurrence of the defect.

13.2. Sole remedies. Taking into consideration the specific nature of the Software as the computer program, the sole End User's remedies in connection with the Provider's liability for the defects of the Software are the following (i) the right to claim of the End User for clearing up the defect via issuance of the minor release/patch in accordance with Sections 12 and 13.1 hereof, and (ii) the right to seek the compensation for damages. Except for the warranties and remedies set forth in this Section 13 which are the sole and exclusive warranties and remedies provided to the End User, and subject to mandatory provisions of applicable law, the Software and documentation is provided "as is" and Provider makes no other express warranties or representations in relation to the Software or the documentation, and specifically disclaims any warranties, whether express, implied or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose on non-infringement, or warranties otherwise implied by statute or usage o trade. In particular Provider does not warrant that the Software will:

- (a) be suitable for the use intended by the End User,
- (b) operate in and uninterrupted or error free manner, or that the Provider or a third party will correct any errors or resolve any support requests relating to the Software,
- (c) interact with software products other than those described in the documentation, or
- (d) operate with hardware or hardware configuration other than the equipment described in the documentation.

13.3. Exclusion from the liability. The Provider shall not be liable for any defects, errors and/or damages in the following cases: (i) defect, error and/or damages results from any unauthorized interference with the Software, its source code, or by the use of incorrect parameters or settings of the Software, (ii) defect, error and/or damages has occurred by the fault of servicing staff, or by the use of the Software in non-compliance with the documentation, (iii) defect, error and/or damages has already been resolved by the issuance of the minor release/patch, which the User failed to install, (iv) the User has failed to pay the License Fee, or (v) is otherwise provided for in these Conditions.

13.4. The following liabilities are excluded with respect to the Provider:

- (a) liability in respect of any loss of revenue, loss of profit, loss of production, loss of data or loss of use, and any type of incidental, special, indirect or consequential loss and damages, whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, and whether or not either party has been advised or was aware of the possibility, existence or nature of such damages, and
- (b) liability for damages of any kind arising from nuclear, space or aviation activities, and
- (c) liability for damages of any kind arising out of or in connection with any applications developed by the End User, authorized affiliates and professional consultants, regardless of the theory of liability, whether derived from contract, tort (including negligence), indemnity or otherwise.

13.5. In any event the maximum liability of the Provider under these Conditions and/or Underlying Agreement shall be limited to, and shall not exceed, an amount corresponding to the aggregate amount of the License Fees actually paid by the End User hereunder.

13.6. Nothing in the foregoing shall operate to restrict the effect of warranties or conditions which cannot be excluded, restricted or modified due to mandatory provisions of applicable law.

13.7. This Section 13 shall survive the termination of the Underlying Agreement for any reason.

#### 14. **IDEA BIM.**

14.1. Software is designed to work and to be linked with data model from CAE (computer aided engineering) and CAD (computer aided drawing) programs ("**CAE/CAD programs**") listed in the internet pages of IDEA StatiCa as of the day of the conclusion of the Underlying Agreement (functionality described in this sentence shall be referred to as "**BIM Link**").

14.2. IDEA StatiCa guarantees no functionality of BIM Link with respect to the updates or new versions of linked **CAE/CAD programs** released after the conclusion of the Underlying Agreement. IDEA StatiCa will however make all reasonable efforts to adjust BIM Link respectively no later than in 2 (two) months after the release of the update or new version of **CAE/CAD program**.

14.3. IDEA StatiCa may not be held liable for loss of BIM Link functionality of the Software caused by the termination of the connectivity of **CAE/CAD program** by the respective third party.

**15. PERSONAL DATA PROCESSING.**

15.1. By accepting these Conditions in accordance with Section 4 hereof the End User expresses his consent that Personal Data will be collected and processed by IDEA StatiCa for the following purposes (i) sending newsletters, publications and marketing materials, invitations and registration for seminars and conferences and social events, (ii) protection and enforcement of intellectual property of IDEA StatiCa and (iii) monitoring for the purposes of upgrading and updating the Software in order to achieve better functionality and usability of the Software.

15.2. The Personal Data will be collected and processed in the extent and for the period necessary to fulfil the purposes described in the preceding sentence. Personal Data will be processed within EU or in the USA. Personal Data are provided by the End User to IDEA StatiCa voluntarily and the End User expresses its consent that Personal Data may be collected also through the Software or Third Party Software.

15.3. End User has the right to access the Personal Data, edit it, and to withdraw his consent with the processing of Personal Data at any time by serving a written notice delivered to the address of IDEA StatiCa.

15.4. If End User finds or presumes that the processing of Personal Data is in contradiction with the protection of its private and personal life or in contradiction with the law, in particular if the personal data are inaccurate with respect to the purpose of their processing, he may:

- (a) ask for explanation;
- (b) require to remedy the arisen state of affairs, in particular to block, correct, supplement or liquidate Personal Data.

**16. FINAL PROVISIONS.** These Conditions are valid with effects as of 10 October 2016.