

MRTech SK Standard License Agreement

Version 2022-12

This Standard License Agreement (**SLA**) and its Appendices constitute an offer of MRTech SK s.r.o. to enter into the agreement on the terms and conditions stated below.

The SLA is effective as of the date (**Effective Date**) set forth in the associated Appendix (Appendices).

Please read the following text carefully before accepting terms and conditions of the SLA.

1 Terms and definitions

As used herein, the following terms and definitions possess the following meanings:

- **Licensor** is MRTech SK s.r.o., a company incorporated under the laws of the Slovak Republic, having its principal place of business at Hasciska ulica 1882/30A, 95115 Mojmirovce, Slovak Republic, Company identification number (ICO) 47597372.
- **Licensed Software** means the software that is developed and provided by the Licensor, as well as other software to which the Licensor may provide licenses based on any other right.
- **Licensee** means the company or other legal entity, or independent entrepreneur, or person which/who accepted the SLA. Name and details of the Licensee are given in the Appendix (Appendices) to this SLA.
- **Authorized Representatives** means the employees of the Licensee and the other persons who work for the Licensee under a contract entered by and between the Licensee and these persons.
- **Acceptance** is full and conclusive acceptance of the terms and conditions of this SLA by the Authorized Representative. Acceptance for the purposes of the SLA means the fact of payment of remuneration (fees) under the SLA by Licensee, or acceptance of corresponding Licensor's invoice by Licensee, or the fact that any Authorized Representative has downloaded from Licensor cloud server, or started using the Licensed Software, whichever event occurs first.

2 Granting of a License

In accordance with the terms and conditions hereof, the Licensor, for a remuneration, agrees to grant to the Licensee the right to use the Licensed Software on the terms of an ordinary (non-exclusive) license, and the Licensee agrees to use the Licensed Software in full accordance with that SLA and only within a scope defined in the SLA and its Appendices, as follows:

- The Licensed Software is licensed on the terms of an ordinary (non-exclusive) license, not sold.
- Licensee may use the Licensed Software only on the hardware and operating system(s) for which the Licensed Software is intended to be used.
- Any use of the Licensed Software except as expressly permitted by this SLA cannot be done without the prior written consent of the Licensor.
- Licensee (only if directly stated in the Appendices to the SLA) may use the Licensed Software with the Licensee's software on the terms set forth in the Appendices to this SLA.

The Licensor and the Licensee agree to use the Appendix to this SLA with respect to particular Licensed Software summarizing and describing the rights of the Licensee to use the Licensed Software.

The Licensor agrees to grant to the Licensee the Free Support Service (standard problems to solve) within one year after delivery of the Licensed Software. Free support includes bug fixing and limited email support.

3 Limitation of use

The license granted herein does not permit Licensee to:

- Make copies of the Licensed Software for any purpose other than expressly specified in this SLA or clearly specified in the actual legislation of Slovak Republic and European Union.
- License, deploy, distribute, sell, transfer, market or otherwise commercially exploit the Licensed Software to any third party except for the circumstances specified in this SLA.
- Modify, adapt, decompile, disassemble, reverse engineer or attempt to reconstruct; amend, translate, or decrypt the Licensed Software; identify or discover any source code, underlying user interface techniques or algorithms of the Licensed Software without permission of the Licensor (except and only to the extent that such activity is expressly permitted by applicable law of Slovak Republic and European Union).
- Use the Licensed Software in applications sold with different publisher name other than Licensee's name. Except for re-branded versions of the Licensee's product sold by Licensee's OEM partners that bundles the Licensed Software.

The Licensor's prior consent is required for any (1) permanent or temporary reproduction of the Licensed Software in full or in partial, by any means and in any form (2) translation, adaptation, arrangement or any other modification of the Licensed Software (3) the public dissemination, including letting for use or rental, of the Licensed Software or copy of it.

4 Protection and confidentiality

To protect and maintain the confidentiality of the Licensed Software, the Licensee agrees to protect the confidential Information disclosed by the Licensor by using the same degree of care, but not less than a reasonable degree of care, as to protect its own confidential information.

Without the written consent of the Licensor, the Licensee shall not copy or disclose, the confidential Information to any third party or permit any third party to use such confidential Information.

5 Warranties

The Licensor warrants that it has the right to enter into this SLA with the Licensee.

The Licensed Software shall be found defective in the case that it is not functioning at correct hardware and software environment. The Licensor shall fix the Licensed Software that is defective within a timeframe that is appropriate for the specified system's reparation without an unreasonable delay.

The Licensor does not warrant that the Licensed Software will meet the needs of the Licensee and the Licensee will always use the Licensed Software at Licensee's own risk.

The Licensed Software is provided "as is", which means without warranty of any kind. The Licensor disclaims any warranties of any kind concerning the Licensed Software. The entire risk of reaching quality and performance results belongs to the Licensee.

6 Limitation of liability

- The Licensor is not liable for any defects and damages resulting from any defects in third-party computer software, in particular operating systems, drivers, libraries, web browsers or plug-ins, etc.
- The Licensor is not liable for any physical defects and damages resulting from physical defects in Licensee's hardware, in particular Licensee's PC, CPU, GPU, SSD, etc. on which the Licensed Software is installed.
- The express warranties provided herein are the only warranties made by the Licensor regarding the Licensed Software and will supersede all other expressed or implied warranties, including but not limited to any warranties of marketability and warranties for any special purpose.
- The Licensor declares that the Licensed Software created by it, might be composed of elements based on software with open source licenses and other software legally obtained. In this respect the Licensor is not liable for any defects in such software elements.

7 Intellectual property rights

- The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.
- The source codes of the Licensed Software, and implementation of algorithms, concepts, techniques, methods and processes embodied therein, constitute trade secrets and confidential and proprietary information of the Licensor. Licensee shall not access or use such trade secrets and information in any manner. The Licensor retains all rights with respect to the Licensed Software, (and any updates, improvements, new versions and releases thereof, images, photographs, animations, demo-films, video, audio, music, texts) including but not limited to: copyright, patent, trade secret and other proprietary rights, not expressly granted herein. Licensee may not remove or alter the copyright notice from any copy of the Licensed Software or any copy of the written materials, accompanying the Licensed Software.
- The Licensor owns its intellectual property. The Licensor does not transfer ownership of any of this property to the Licensee.
- The Licensee shall not use the Licensor's intellectual property for the purposes of marketing.
- The Licensee shall not do anything that might misrepresent the ownership of the Licensor's intellectual property.

8 Maintenance, upgrade and support

Maintenance, support and upgrade of the Licensed Software are optional services. The corresponding prices are defined in the Appendices of this SLA.

Any supplemental software and updated versions provided to the Licensee as part of the support services shall be considered part of the Licensed Software and subject to the terms and conditions of this SLA.

9 Fees and payments

The Licensee agrees to pay to the Licensor the license fees for the use of Licensed Software. The schedule and the amount of license fees is set forth in the Appendices to this SLA.

All payments hereunder shall be made against validly issued invoices in Euro by wire transfer to the Licensor's bank account.

The Licensee has to cover any bank transfer fees. The Licensor agrees that intermediary bank fees could be paid by the Licensor.

In accordance with the terms and conditions of the SLA, payments from third parties are allowed.

Licensee is responsible for all taxes, duties, or similar charges imposed on the Licensee by any applicable laws and regulations.

Except when required by law, all fees for the Licensed Software are non-refundable, even if the SLA was terminated before its expiration. In the event that Licensor must refund of all or part of the fees paid by the Licensee, such refund shall be made using the payment method and details originally used by the Licensee to make the payment.

10 Term and termination

- The term of this SLA (the "Term") shall commence as of the Effective Date and shall remain in effect until the lapse of five (5) years from the Effective Date.
- Either party may terminate this SLA upon three (3) month written notice to the other party.
- Except as provided in this SLA, all fees are nonrefundable. Upon termination, the Licensee must cease the use of Licensed Software.
- Licensee may not assign by change of ownership or acquisition this SLA to any third party without such third party expressly agreeing to be bound by this SLA and all the obligations and limitations contained herein. Upon any change of the owner of the Licensee, within 30 days the new owner of Licensee shall deliver to Licensor a written document confirming such new owner's acceptance of the terms of this SLA.

11 General provisions

- The Licensor and the Licensee are independent contractors under this SLA and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship.
- This SLA constitutes the entire understanding between the parties with respect to the subject matter thereof, and supersedes all previous understandings between the parties with respect to the subject matter.
- Binding effect. This SLA shall be binding upon and inure to the benefit of the parties hereto beginning from the date of the signature of the SLA. By installing or otherwise using the Licensed Software, the Licensee agrees to their being bound by the terms of the SLA.
- Binding effect after termination. The Licensor and the Licensee agree explicitly that, regardless of the cause of termination of the SLA, the provisions of the SLA that by their nature itself should remain in force after its termination shall remain in force, in particular the stipulations of Article 4 of the SLA.

- If any provision contained or referred to in this SLA shall be determined to be legally invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the remaining provisions of this SLA which shall continue to be valid and enforceable.
- This SLA shall be governed in all respects by the laws of the Slovak Republic and European Union. All disputes arising out of or in connection with the present SLA or any breaches, termination or invalidity hereof shall be resolved in accordance with the rules of this laws.

MRTech SK, s.r.o.

<https://mr-technologies.com/>