

## LICENSE TERMS

prepared by **X-Sight s.r.o.**

organized under the laws of the Czech Republic

ID No. 06942211

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("X-Sight")

### I. SUBJECT-MATTER

These License Terms govern the use of the software and set out the rights and obligations of the customer as the licensee and X-Sight as the licensor.

### II. DEFINITIONS

In these License Terms, the following expressions will have the meaning ascribed to them below:

- a. "**contract**" means the contract between X-Sight and the customer, with the rights and obligations set forth in these License Terms and, in the case of implemented software and custom software, the X-Sight's Standard Terms and Conditions.
- b. "**customer**" means a legal entity or individual interested in purchasing products or receiving services or software from X-Sight.
- c. "**IP (intellectual property rights)**" mean X-Sight's rights in the products, their designs, technical information, technology, software and other proprietary materials, including modifications and enhancements thereto, created or developed by X-Sight and provided in connection with the software prior to entering into and also under a contract with the customer.
- d. "**parties**" means collectively X-Sight and the customer as parties to the contract.
- e. "**software**" means software, library, utility, tool or other computer or program code that is provided to the customer in object (binary) or source code form, and related documents, and/or the use of which is made available to the customer by virtue of a hardware or software key. Software includes product firmware, software installed locally on the customer's systems and/or software that the customer accesses via the Internet or other remote access means (e.g., websites, portals, software as a service "SaaS" and "cloud" solutions). Software includes downloadable software, implemented software and custom software.
- f. "**downloadable software**" means software as a pre-built product that can be downloaded separately from X-Sight's website. The downloadable software will be licensed under one of the types of licenses set out in these License Terms.

- g. "**implemented software**" means software as a pre-built product implemented into X-Sight's tangible products provided based on customer's individual order in accordance with the Standard Terms and Conditions. The implemented software will be licensed in accordance with these License Terms.
- h. "**custom software**" means software as a work created and delivered to the customer on the basis of an individual customer's order in accordance with the Standard Terms and Conditions. Custom software will be licensed in accordance with these License Terms.

### III. LICENSE

The software is licensed, not sold. X-Sight retains all rights, title and interest in and to the software and all IP in the software, including copies, translations, adaptations, modifications, derivatives and enhancements thereof and thereto. No right, title or interest in or to the software or copies thereof will pass to the customer under these License Terms.

X-Sight represents and warrants that:

- a. it is the true and lawful owner of the software or, as the case may be, it has acquired all rights necessary to license the software to the customer and to transfer all other rights to the customer in accordance with the contract, including any third party IP;
- b. it is not aware of, and there are no pending claims, demands or litigation regarding allegations that the software or services infringe or misuse third party IP; and
- c. it is authorized to provide the software and the software will be provided or developed professionally, in accordance with generally accepted industry standards and in accordance with X-Sight's published or other written specifications and descriptions.

Except as otherwise specified in the "downloadable software" license type provisions in Article V, on X-Sight's website prior to customer's download of the software, in an order confirmed under the Standard Terms and Conditions, or in any other written agreement between X-Sight and the customer:

- a. X-Sight hereby grants to the customer a **worldwide, non-exclusive, non-transferable license** to the software for an indefinite term;
- b. the downloadable software and the implemented software are licensed for use on a single device. The downloadable and implemented software licensed to the customer may be marked with the number of devices on which it may be used.

#### IV. LIMITED USE

The customer will not sublicense, disclose the keys necessary to use the software or transfer the hardware key to any third party without X-Sight's consent.

The customer will not circumvent license management, security devices, access logging, or other measures to protect the software, and will not modify, tamper with, reverse engineer, decompile, or disassemble keys.

The customer may not assign the license without X-Sight's prior written consent. The customer may not allow any third party to use the software (e.g., by distributing the license number) except where expressly permitted by X-Sight in the customer contract.

The customer may not copy the downloadable software or the implemented software in any way, even for his own use, except where necessary for the use of a legally obtained copy of the software, unless the parties have agreed otherwise in writing. All copies of the software obtained pursuant to the contract are the property of X-Sight.

The customer may not disclose or share the software or the rights related to the software in any way, loan, rent out or otherwise allow third parties to use the software.

The customer may not modify, process or alter the software or any part thereof in any way, or reverse engineer it, unless this is expressly permitted by Act No. 121/2000 Sb., copyright act, as amended.

Unless expressly forbidden by X-Sight, the customer will have the right to combine the software and parts thereof with his or third party products.

#### V. LICENSE TYPE

**TRIAL LICENSE.** Software that is identified as "TRIAL" in its name or trade name, on X-Sight's website, or in other publicly available resources related to X-Sight may only be used for a free trial period, i.e. 14 calendar days. The trial license may only be used for non-commercial purposes. The trial license may not be used for any profit-seeking activities. A trial license may only be granted for downloadable software.

**EDUCATIONAL LICENSE.** Software that is identified as "EDUCATIONAL" in its name or trade name, on X-Sight's website, or in other publicly available resources related to X-Sight, will be used only by elementary, secondary, and higher education schools (universities), educational institutions, and training centers, and will be installed only on equipment owned or used by such entities. The software will be used exclusively for educational and non-commercial purposes. This type of software license may not be used for grant-funded research purposes. The educational license may not be used for any profit-seeking activities.

**"NFS" LICENSE (NOT FOR SALE).** Software marked "NFS" will be used solely for the purpose of presenting the software to third parties for the purpose of negotiating future use. The NFS software may not be used for any other purpose.

**STUDENT LICENSE.** Software that is identified as "STUDENT" in its name or trade name, on X-Sight's

website, or in other publicly available resources related to X-Sight will be used for non-commercial purposes only. The Student License may not be used for profit-seeking purposes, nor for research or development, except for writing theses and other university or high school papers. A student license may not be used for the purpose of obtaining a grant, except for grants to support student work. This type of license may be used to write a student thesis and a graduate or other undergraduate thesis, provided that the final version of the thesis or other thesis is submitted to X-Sight (license.request@XSight.eu). The student license will only be installed on the student-owned device listed on the license request form.

**ACADEMIC LICENSE.** Software that is identified as "ACADEMIC" in its name or trade name, on X-Sight's website, or in other publicly available resources related to X-Sight will be used for non-commercial purposes only. The academic license may only be used to conduct research up to and including TRL Technology Readiness Level 5. If you wish to conduct research beyond TRL 5, you must purchase a commercial license.

**COMMERCIAL LICENSE.** Software that is identified as "COMMERCIAL" in its name or trade name, on X-Sight's website, or in other publicly available resources related to X-Sight may be used for commercial purposes. A commercial license is granted for a license fee. A commercial license may be granted for downloadable software, implemented software, and custom software.

#### VI. UPDATES AND CUSTOMER SUPPORT

The customer will be entitled to receive free of charge necessary updates to ensure the operation of the software ("necessary updates") provided that X-Sight has fully completed and posted the software update on its website or otherwise made it clear that the update is publicly available. The customer hereby acknowledges that the installation of the necessary updates posted by X-Sight is necessary for the optimal functioning of the software. Consequently, the customer acknowledges that X-Sight disclaims all liability for malfunctioning of the software should the customer fail to properly install available necessary updates.

A licensed customer receives TECS (updates and customer support) free of charge for a period of 1 year from the date of license acquisition, within the scope specified on the X-Sight website. Without limiting the generality of the foregoing, this includes the provision of non-essential updates. After expiry of the above period, TECS will be provided for consideration, at a price set out in the valid X-Sight's price list.

A customer without TECS has the option to obtain a higher version of the software or a higher edition of the same version ("**update**"), insofar as offered by X-Sight, under the terms set forth in this Article. Updates may be purchased separately if offered by X-Sight under the terms of the X-Sight's price list.

#### VII. MULTI-USER LICENSE

Downloadable software or implemented software will be used on multiple devices or installed multiple times on the same device insofar and to the extent that X-Sight has licensed the customer for the appropriate number of licensed uses.

Use of the downloadable software or implemented software without the appropriate number of licensed uses in accordance with these License Terms will be considered a breach of these License Terms.

When a customer uses the software in any form of networked environment (cloud, virtual appliance, software as a service, endpoint server, etc.), the number of licensed uses of the downloadable or implemented software will be determined by the number of users per device that are objectively capable of using the software, not by the number of licenses. The number of users per device means the total number of such users, not just the number of concurrent (competing) users.

When downloadable software is installed on devices for the purpose of simultaneous access by multiple users to a single downloadable software license (a multi-user computer), the number of licensed uses of the downloadable software will be equal to the total number of users who can use the software. This provision also applies to the use of updated versions of the software.

### VIII. LICENSE FEE

The license fee for using the software is determined by the type of license. Trial licenses and NFS licenses are provided free of charge to the customer.

The price of the commercial license, academic license educational license and student license will be stated in the confirmed order based on X-Sight's quotation in accordance with X-Sight's Standard Terms and Conditions, in the price list submitted by X-Sight to the customer, or will be stated on X-Sight's website before the customer downloads the software.

### IX. DOCUMENTS

THE USER MAY ONLY USE THE PROGRAM DOCUMENTATION TO SUPPORT THE USE OF THE PROGRAM. CUSTOMER MAY PRINT OR COPY THIS DOCUMENTATION ONLY FOR HIS OWN USE, AND ONLY INsofar AND TO THE EXTENT HE ENSURES THAT EACH COPY CONTAINS A COPYRIGHT OR RELATED NOTICE IDENTICAL TO THE ORIGINAL.

### X. PRIVACY POLICY

X-Sight's *Privacy Policy* is available on X-Sight's website and incorporated by reference into these License Terms.

### XI. TERMINATION

The contract will be terminated in accordance with X-Sight's Standard Terms and Conditions.

### XII. LIMITATION OF LIABILITY AND WARRANTY

At the time of delivery of the software under the commercial license and for a period of 6 months thereafter, X-Sight warrants that the software will be free from any material defects and will perform substantially in accordance with the applicable specifications. X-Sight

accepts no liability for damage caused by the use of the software on the customer's equipment or for any other indirect damage associated with the use of the software (i.e. for alteration, corruption or loss of programs, data or other information stored on any media or for the consequences of such corruption or loss). NEITHER X-SIGHT NOR ITS SUPPLIERS OR DISTRIBUTORS WILL BE LIABLE TO COMPENSATE THE CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE, PUNITIVE DAMAGES OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE, DAMAGES FOR LOSS OF PRIVACY, LOSS OF USE OF THE EQUIPMENT OR SOFTWARE, INCLUDING THIS PROGRAM, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING IN CONNECTION WITH THE SOFTWARE WHOSE USE IS PERMITTED HEREUNDER, EVEN WHERE X-SIGHT HAS ADVISED THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGE, WITHOUT REGARD TO THE CAUSE OF THE DAMAGE OR ANY THEORY OF LIABILITY. THE LIMITATION OF LIABILITY UNDER THE PRECEDING SENTENCE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL X-SIGHT'S LIABILITY FOR DAMAGES RELATED TO THE SOFTWARE EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE SOFTWARE LICENSE OR THE AMOUNT CORRESPONDING TO THE RECOMMENDED SELLING PRICE OF THE SOFTWARE AS SET FORTH IN X-SIGHT'S PRICE LIST. THE FOREGOING LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE PRIMARY PURPOSE OF ANY LIMITED CLAIM.

### XIII. CHOICE OF LAW AND DISPUTE RESOLUTION

These License Terms will be governed by and construed in accordance with the law of the Czech Republic, without regard to conflicts of laws.

All disputes between X-Sight and the customer arising from or relating to the provisions of these License Terms will be settled amicably. When X-Sight and the customer fail to reach an amicable settlement even after expiry of three months since the commencement of negotiations, the parties will be entitled to submit the dispute to the Arbitration Court attached to the Commercial Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic for a final decision. All disputes will be finally decided in accordance with the rules of this arbitration court by three arbitrators appointed in accordance with the rules of the arbitration court. The official language will be English.

In the event that a consumer dispute arises between X-Sight and a customer – consumer which cannot be resolved by mutual agreement, the customer – consumer may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 44, 110 00 Prague 1, e-mail: adr@coi.cz, website: www.adr.coi.cz.