

Licence Agreement for the Use of Software

(hereinafter referred to only as
the "Agreement").

concluded, within the meaning of Art 2358 and the following of act No. 89/2012, the Civil Code as amended
(hereinafter referred to only as
the "Civil Code")

1. Introductory Provisions

- 1.1. Czech University of Life Sciences in Prague, with its registered office at Praha-Suchdol, Postal Code 165 00, Kamýcká 129, Company ID No.: 60460709, Tax ID No.: CZ60460709 (hereinafter referred to as "the Provider"), declares to be the sole executor of the author's (authors') proprietary rights to a computer programme called FactOrEasy together with the supplied documentation (hereinafter referred to only as the "Software") and has, under contracts with authors or other executors of copyrights, the right to provide the licence to the Software.
- 1.2. A subsidy from the state budget outlays on research, development and innovation was provided to develop the Software by providing a targeted support for the solution of a programme project No. TD020397 by the Technology Agency of the Czech Republic under the Programme to Support Applied Social-Science Research and Experimental Development OMEGA 2013.
- 1.3. A person who agrees to the terms of this Licence Agreement will continue to be referred to as the "User" in this Agreement.
- 1.4. This Agreement between the Provider and the User is concluded by agreeing the terms of this Agreement by the User.
- 1.5. The User declares to be interested in using the Software under the terms and conditions set forth below in this Agreement.

2. The Licence

- 2.1. The Provider grants the User a non-exclusive right (licence) to use the Software.
- 2.2. The Licence is provided for a fee. The User undertakes to pay to the Provider the amount specified in Article 4 for the rights conferred by this Agreement.
- 2.3. The Provider may provide the Licence free of charge for a temporary period of time of a maximum of 7 days for a trial or otherwise limited (e.g., in terms of functionality, etc.) version of the Software. The Licence provided in this way is subject to all the provisions of this Agreement with the exception of those relating to the payment of royalty payments and with the exceptions provided at the time of registration.
- 2.4. The Licence is granted in the form of a provision of a user name and a password that allow access to the Provider's or third parties' servers on which the Software is located and through which it is operated.
- 2.5. The Licence is granted for a definite period, namely for 90 days of the date of registration.
- 2.6. The User is entitled to use always only one Licence at a time, i.e. to access the Software at any one time only from one device (computer, laptop, mobile phone, tablet, etc.)
- 2.7. Documentation of the Software is part of the Software in the "Help" section.

3. Conclusion of the Licence Agreement

- 3.1. This Agreement is concluded electronically by agreeing to the Licence terms and conditions pursuant to this Agreement by the User and (except for the free Licence under paragraph 2.3) by paying the

royalty payment.

- 3.2. The User agrees to the Licence terms and conditions by activating the “I agree” switch when registering.
- 3.3. Prior to the conclusion of the Licence Agreement, the User is obliged to provide the Provider with the information set forth in the registration form which will be displayed during registration. This information serves in particular to record the extended Licences and Users. These are, in particular, the following personal data: email, name, surname, year of birth, gender, country, educational attainment, employment and position.
- 3.4. Within registration/use, the Software may send to the Provider information about the version, the Licence number, the IP address of the device on which it is used and the data obtained from the hardware configuration of the device.

The User agrees to send this information to the Provider and agrees to its being further processed by the Provider for the purposes of performing the subject of this Agreement.

4. Personal Data Protection

- 4.1. Protection of the User’s personal data, where the User is a natural person, is provided in accordance with the Regulation of the European Parliament and the Council (EU) no. 2016/679 on the Protection of Individuals with regard to the Processing of Personal Data - General Data Protection Regulation / hereinafter referred to only as “GDPR” / and the national legislation relating to the personal data protection.
- 4.2. The User provides personal data to the Provider in order to be provided a non-exclusive Software Use Licence. The legal reason for the processing of personal data is, in compliance with Section 6(1)(b) and (c) of the GDPR general regulation, the conclusion and subsequent performance of the Agreement to which the User is a party.
- 4.3. By accepting this Agreement, the User declares to have become acquainted with the principles of the processing of personal data on the part of the Provider, with the terms and conditions governing the collecting, processing and storing personal data, as well as rights associated with the collecting, processing and storing personal data that the User may claim with regard to the Provider and the Provider has thus met its duty to notify in respect of the User to provide information according to Section 13 of the GDPR general regulation. This information is presented on the Provider's website: <https://gdpr.czu.cz/cs/r-13670-pravni-prohlaseni>.
- 4.4. The Provider undertakes to process or otherwise handle the personal data that will be handed over to him in conjunction with the concluded Licence Agreement in accordance with the GDPR general regulation, in accordance with the Czech personal data protection legislation and in accordance with the User’s instructions. The Provider further undertakes not to use and misuse personal data for other purposes than the determined purpose without the User’s consent. The Provider undertakes to comply with all other obligations stipulated by the GDPR general regulation and stipulated by the legal regulations in the Czech Republic related to the protection of personal data unless expressly provided for in this Agreement. The Provider declares to be in compliance with all legal obligations arising for the Provider from the GDPR and other legal regulations.
- 4.5. By accepting (concluding) this Agreement, the User acknowledges that the Provider may disclose the User's personal data, to the extent necessary in order to meet the rights and obligations of the Provider arising from the concluded Licence Agreement, in particular to the Provider’s contractual partners. The categories of individual processors are listed on the Provider's website: <https://gdpr.czu.cz/cs/r-13670-pravni-prohlaseni>.
- 4.6. The Provider undertakes to make every effort to remove illegality in relation to the personal data handed over in connection with this Licence Agreement which would violate the obligations set forth in the GDPR general regulation and the legal regulations within the CR related to the protection of personal data, namely immediately after such a fact occurs.

- 4.7. The Provider hereby declares to be able to ensure technical and organizational protection of personal data that have been handed over to the Provider in connection with the concluded Licence Agreement, in particular to take all measures to prevent unauthorized or accidental access to personal data, their alteration, destruction, loss, as well as abuse, in particular by defining a limited range of persons who may have personal data available and by ensuring that they treat the data they have learned in the processing of personal data as confidential.
- 4.8. The Provider declares to have taken technical and organizational measures in the area of the personal data protection that are necessary to ensure the processing of personal data in accordance with Section 32 of the GDPR general regulation.
- 4.9. The User acknowledges that his or her personal data will be passed on to a third party in order to comply with the statutory obligations towards the state administration bodies. This processing of personal data is based on Article 6 (1)(c).

5. Royalty Payments

- 5.1. The User undertakes to pay an amount of CZK 206.61 excluding VAT for the provided Licence. VAT will be determined and paid in compliance with the legal regulations applicable in the CR.

Royalty payments will be paid by a transfer to the Provider's account presented at registration.

- 5.2. The User will pay the royalty payments within 7 days of registration. The Provider may allow the User to use the Software free of charge during this period of time. Unless the royalty payments are paid within the above deadline, this Agreement shall become void in its entirety. If the Provider has already provided the User with access data to the Software, the Provider is entitled to cancel them even without prior notice. Each User may use only one free-of-charge period, further use of the Software is possible only after the royalty payments are paid.

6. Limitation of the Licence

- 6.1. No other rights, in addition to the right to use the Software under the terms of this Agreement, are granted to the User. In particular, the User acknowledges that any rights to the Software and the accessories including, but not limited, to the accompanying documentation, remain with the Provider.

7. Exclusion of Liability

- 7.1. The Software is provided without warranty of any kind.
- 7.2. The Provider does not warrant that the Software will operate without error or is suitable for a specific use.
- 7.3. To the maximum extent permitted by legal regulations, any liability on the part of the Provider for any damage caused by the Software, its use or otherwise arising to the User or third parties in connection with this Agreement is excluded, which the User expressly agrees with by concluding this Agreement. The parties have agreed that the amount of the compensation for damages that the Provider would have to be obliged to pay shall not exceed the royalty payments paid by the User.
- 7.4. The Provider's liability for Software defects is limited to the obligation to bring the Software into compliance with the Software documentation without undue delay upon discovery of the defect.
- 7.5. In particular, the Provider's liability for any indirect or consequential damages, lost profit, increased costs and damaged or lost data is excluded. The User is obliged to take measures at the highest standard in the respective industry to prevent the origination of damages and, if they are sustained, their later minimization
- 7.6. The Software is provided without any support.

8. Expiry of the Validity of the Licence

- 8.1. The User is entitled to terminate the Licence at any time by a notice made in writing sent to the Provider.
- 8.2. The Licence ends with the elapse of the period of time for which it was granted.
- 8.3. The termination of the Licence is without prejudice to the other obligations of the parties to the Agreement established or arising under this Agreement.
- 8.4. The expiry of the Licence for any reason does not establish the right to refund royalty payments, not even partially.

9. Representations made by the person concluding this Agreement

- 9.1. The person who concludes this Agreement (agrees to the terms of the Agreement), declares that:
 - 9.1.1. The information provided by that person in the registration form is true, correct and complete;
 - 9.1.2. That person is authorized to conclude this Agreement, either in its own name or on behalf of the person he or she indicated in the registration form (e.g. as its employee while the right to conclude this Agreement ensues from his/her position at work);
 - 9.1.3. All representations of the User and the person making these representations are true, correct and complete;
 - 9.1.4. The person has read, understood and agreed with this Agreement and the Licence terms and conditions contained therein without any reservations.
 - 9.1.5. He/she guarantees that the obligations arising from this Agreement are met by the User.

10. Other Arrangements

- 10.1. This Agreement is governed by the law of the Czech Republic, with the exclusion of its conflict-of-law rules.
- 10.2. The courts of the Czech Republic are competent to resolve disputes.
- 10.3. The User agrees to be sent the Provider's communications and materials, including business and marketing information and materials, in particular information on the services and products offered by the Provider and on the Provider's activities, to the e-mail provided by the User upon registration. The User shall be entitled to revoke at any time the User's consent without prejudice to the other provisions of this Agreement.
- 10.4. In the event that the person designated by the person filling in the registration form as the User is not bound for any reason by this Agreement, the person who has approved the Agreement shall be bound by this Agreement.
- 10.5. The User agrees without any reservations with the publishing of the full version of the Agreement so that this Agreement may be the subject of the information provided within the meaning of Act No. 106/1999 Coll., On Free Access to Information, as amended.
- 10.6. The User declares to have carefully read the Agreement before concluding it and to agree with its contents without any reservations. The Agreement is an expression of the User's true, genuine, free and serious will.