

# LICENSING ARRANGEMENTS FOR THE APPLICATION

## ČSOB BUSINESS CONNECTOR



Proposal of Československá obchodní banka, a. s., with registered office at Prague 5, Postal Code 150 57, Radlická 333/150, identification number 00001350, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B XXXVI, Insert 46 (hereinafter referred to as ČSOB) to conclude the following Licence Agreement with the end user for ČSOB Business Connector (hereinafter referred to as the Licence Agreement) as follows:

### Introduction

1. The parties to this Licence Agreement are you as the end user and ČSOB as the licensor. The subject of the Licence Agreement is the granting of a non-exclusive licence to the ČSOB Business Connector product, which includes an electronic banking application (hereinafter referred to as the Product).
2. The product is protected by Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright (Copyright Act), as amended (hereinafter referred to as the Copyright Act) and international copyright agreements, as well as other intellectual property laws. This Licence Agreement does not transfer the Product, but only grants a license to use it to the extent defined below. All copyrights and proprietary rights to the Product, including its components, as well as the documentation supplied with the Product and all copies of the Product belong to ČSOB or its suppliers.
3. By installing, downloading, opening, or otherwise using the Product, you agree to and are bound by all of the terms and conditions of this Licence Agreement and accept that this Licence Agreement is enforceable in the same manner as any other agreement you enter into.
4. If you do not agree to the terms of this Licence Agreement, do not install or otherwise use the Product.

### Content of the licence

1. The subject matter of the licence is the granting of only those rights expressly granted in this Licence Agreement.
2. You are authorized to install, run, open or otherwise use (hereinafter referred to as "Use") one copy of the Product on one computer or other electronic device (hereinafter referred to as "Computer"). You are entitled to make a second copy for your own use on your portable Computer. You are authorized to make additional copies of the Product for your own archival or backup copying purposes.
3. You may store or otherwise install a copy of the Product on a storage device used solely for the purpose of using the Product on other Computers on your internal network.
4. You may not make any changes to the Product or the accompanying files except for those changes that are made by the utility programs provided with the installation of the Product. You may not decompile, reverse engineer, reverse analyze, or convert from machine code to Product. Intervention in the Product necessary to create an interface to exchange data with another computer program or database is permitted without ČSOB's consent only if the Product documentation expressly permits it.
5. This Licence Agreement does not grant any right to assign, transfer, lend, loan, allow the use of, or otherwise grant, temporarily or permanently, any rights forming part of the licence or licence to third parties without the prior written consent of ČSOB.
6. Except as otherwise provided in this Licence Agreement, you may not make copies of the Product or printed materials provided with the Product. You shall secure all copies of the Product against loss, theft, misuse by third parties, in accordance with the use of the expertise required for such handling of copies, and you shall mark them with all copyright and proprietary notices as the original.

### Limited Warranty Information

1. In no event shall ČSOB or the distributors of the Product or ČSOB's business partners be liable for any damages whatsoever, loss of business profits or other financial loss resulting from the misuse or inability to use the Product or otherwise incorrect input.
2. ČSOB shall not be liable for any transactions made by you. In particular, it is not responsible for

improper installation of the Product or for customizing the Product to integrate the Product with your system.

3. ČSOB shall not be liable for any losses and damage caused in connection with the use of the Product, unless they have arisen as a direct consequence of a breach of a legal obligation of ČSOB established by law or expressly agreed contractually. You are obliged to follow the ČSOB Business Connector User Guide.

### **Remuneration**

In consideration for the grant of the licence under this Licence Agreement, you are obligated to pay ČSOB a fee in accordance with the Schedule of Fees and Charges for the Provision of ČSOB Money and Business Services in the amount set forth therein. The remuneration does not include the cost of any services such as installation, commissioning into operation, modification, support or maintenance of the Product.

### **Final Provisions**

1. This Licence Agreement shall be governed by Czech law. Relations arising from this Licence Agreement, which are not regulated by the Copyright Act, are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, except for the provisions, from which this Agreement expressly deviates.
2. This Licence Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Licence Agreement.
3. If you fail to comply with or breach the terms of this Licence Agreement, ČSOB may withdraw from the Licence Agreement without further notice. In the event of withdrawal, ČSOB shall not be obliged to refund the licence fee received by you under this Licence Agreement.
4. This Licence Agreement has been entered into for an indefinite term.
5. This Licence Agreement shall expire on the date of termination of the ČSOB CEB Service Agreement.
6. In the event of termination of this Licence Agreement, you must destroy all copies of the Product and all components thereof without undue delay. The Product can only be installed after acceptance of the draft Licence Agreement in its entirety.