



EFFECTIVE DATE: SEPTEMBER 2020
LAST UPDATED: JULY 2022

LICENSE TERMS

Advanced Analytics and Data Science s.r.o.
Standerova 869/2 Prague, 19900, Czech Republic



1. THESE TERMS

These LICENSE TERMS (hereinafter referred to as "**TERMS**") are created and provided by ADVANCED ANALYTICS AND DATA SCIENCE S.R.O. (hereinafter referred to as "**WE**" or "**US**" or "**AADS**").

These TERMS govern use of the software application¹ (hereinafter referred to as "**APPLICATION**"). **AADS** owns and keeps all copyright on the APPLICATION.

An access to our services related to APPLICATION such as deploying of the APPLICATION, it's setup and configuration at the user's site, technical or program support (hereinafter referred to as "**SERVICES**") is available only after acceptance of these TERMS.

By pressing 'I accept' the button in the APPLICATION or by 'Installation' downloading, through activating or copying or using the APPLICATION in any other way you agree to keep the conditions of this these TERMS. Make sure you read attentively and understood in full these TERMS before acceptance. If you do not agree with these TERM's clauses, press on 'I do not agree' button and the process of installation will be stopped or please discontinue use of our APPLICATION and our SERVICES.

IMPORTANT: CAREFULLY READ THESE TERMS BEFORE USING THE APPLICATION. USING THE APPLICATION INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THESE TERMS AND AGREE TO THEM. IF YOU DO NOT AGREE, THEN YOU MUST NOT USE THE APPLICATION.

2. APPLICATION

The APPLICATION has been developed for the installation and further usage on hardware devices² (hereinafter referred to as "**HARDWARE**") where the APPLICATION may be installed in and integrated into.

The Application has been developed especially and exceptionally for the usage on the HARDWARE.

¹ - [please, specify the name of the APPLICATION]

² - like IP cameras, servers etc.

3. LICENSEE

These TERMS aimed to any person (hereinafter referred to as "**LICENSEE**" or "**YOU**") who received an access to the APPLICATION for testing or/and its installation into the HARDWARE by its downloading or "online" via the Internet, inter alia by buying it from AADS, our authorized distributors, or resellers, on special Platforms & Application Stores etc. It also applies when You download the APPLICATION through a downloading link and license (protection) key.

4. LICENSE

According to the clauses of these TERMS and all applicable laws and rules, **the Advanced Analytics and Data Science s.r.o.** grants to you a non-exclusive right for the APPLICATION installation and usage only if it has been downloaded into the RAM (Random Access Memory) on the HARDWARE or installed on the ROM (Read Only Memory) such as hard disc, CD-ROM or other memory device of this HARDWARE.

The License granted to you herein provides you with the right to install and further use one (1) copy of the APPLICATION on one (1) piece of HARDWARE at a single time. Please pay attention in case additional licenses are needed, they could be obtained by the US additionally.

These TERMS is for the sole purpose of enabling YOU to use and enjoy the benefit of APPLICATION and in the manner as permitted by these TERMS.

IMPORTANT: BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE APPLICATION AND PROMPTLY RETURN THE ENTIRE UNUSED APPLICATION TO YOUR PLACE OF PURCHASE (OF RECEIVING) OF THE APPLICATION WHEN IT POSSIBLE OR DELETE IT AND INFORM US ABOUT THIS FACT.

If you are legal entity (like HARDWARE producer or reseller or distributor or provider of relevant services and so on) and are interested in buying (obtaining) the APPLICATION above all with

commercial or business purposes which include inter alia transferring of APPLICATION as integral part of HARDWARE or separately to third parties (END USER) you should inform them about these TERMS and their conditions and restrictions.

5. COPYRIGHT

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the APPLICATION. That is why the APPLICATION should be used as any other product defended by copyright laws (i. e. a book or a musical record).

The APPLICATION includes materials that are defended by copyright law, commercial secret and other confidential information and materials of the Advanced Analytics and Data Science s.r.o., in case such ones exist and is defended by copyright laws, international agreements on copyright, and commercial secret laws, as well as laws and contracts regarding other intellectual property objects.

These TERMS constitute a legal agreement between YOU and the Advanced Analytics and Data Science s.r.o., with respect to any use of the APPLICATION.

6. YOUR RIGHTS

Under these TERMS the LICENSEE receives the right and authority to use the APPLICATION exclusively for the purposes it was developed and only in accordance with these TERMS.

With the exception for the cases that are especially stated hereunder or applicable laws the LICENSEE is not enabled:

- try to bypass the limitations in the APPLICATION; or
- modify, adapt, translate, reverse engineer, decompile, disassemble the APPLICATION; or
- develop any derivatives of the APPLICATION; or
- create copies of the APPLICATION and documentation associated with the APPLICATION in full or in parts for a purpose other than permitted by these TERMS; or

- publish the APPLICATION that will enable the third parties to copy the APPLICATION; or
- create an analogue product or service to the existing APPLICATION by using the ideas, possibilities, functions or service schedule, create derivative elements and/or programmers on the basis of the APPLICATION; or
- to lease, rent or provide the APPLICATION for a temporary use or in the usage modes that differ from those defined hereunder; or
- to use the APPLICATION for any other commercial services or purposes that defined hereunder; or
- transferring the APPLICATION to the third parties in any other ways that envisage the transfer of the rights on the APPLICATION than it is defined hereunder (means only as a part of the HARDWARE where the APPLICATION was installed).

7. TERMINATION

These TERMS will continue to apply until terminated by either YOU or US as follows. YOU may stop using the APPLICATION any time by deleting (removing) APPLICATION from YOUR HARDWARE.

WE reserve the right to terminate these TERMS if YOU fail to comply with any provision of these TERMS.

WE also allowed to suspend or terminate these TERMS if we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes.

Upon termination YOU shall destroy the written materials and all copies of the APPLICATION previously licensed to YOU or return it to place of its purchase (receiving).

When the license on APPLICATION is terminated, we also stop providing to YOU all our SERVICES.

8. CHAGES OF TERMS

WE may amend these TERMS from time to time by posting the updated TERMS on our official Website or otherwise. If material changes are made, WE will notify YOU before they become effective. Continuing to use the APPLICATION after the changes come into effect means that YOU agree to be bound by the revised TERMS.

9. NEW VERSIONS

WE may create, from time to time, updated versions of the APPLICATION. At our own discretion but not obligatory WE can make such updates available to the YOU.

10. GOVERNING LAW AND JURISDICTION

These TERMS and any claims relating to its subject matter will be governed by and construed under the laws of Czech Republic, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Prague, Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these TERMS.

11. NO WARRANTY

IMPORTANT: THE APPLICATION IS PROVIDED "**AS IS**" WITHOUT ANY FURTHER CHANGES OR GUARANTEES THAT THE DESIRED CHANGES WILL BE MADE AND WITHOUT WARRANTY OF ANY KIND EITHER. WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT, WITH REGARD TO THE APPLICATION.

12. LIMITATION ON LIABILITIES

TO A MAXIMUM EXTENT AFFORDABLE THROUGH THE LAWS, **AADS** REFUSES ANY STRAIGHT OR ASSOCIATED GUARANTEES INCLUDING BUT NOT LIMITED TO THE GUARANTEE OF THE COMMERCIAL SUCCESS, TARGET MATCHING, PROPERTY RIGHT, THE ABSENCE OF THE RIGHT OR

GUARANTEES BREAK. UNDER NO CONDITION AND UNDER NO STATEMENTS HEREUNDER **AADS** HAS THE RESPONSIBILITY FOR ANY SPECIAL DIRECT OR INDIRECT FINES, LOSSES AND DAMAGE OF ANY KIND THAT ARE DERIVATIVE FROM THE CONTRACTS, GUARANTEES, RIGHT BREAK, DIRECT RESPONSIBILITY OR ANY OTHER RIGHTS THAT ARE CAUSED OR ARE CONNECTED WITH THE SALE, PURCHASE, DELIVERY, USAGE OF THE APPLICATION, EVEN IN THE CASES WHEN WE WERE NOTIFIED ABOUT THE POSSIBILITY OF SUCH A DAMAGE OR COULD PREDICT SUCH A DAMAGE. WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL NOT EXCEED THE PRICE PAID FOR THE APPLICATION.

By downloading APPLICATION or by using it YOU agree that all the risks of the APPLICATION results and work usage are accepted by YOU in full and you agree to use it at your own risk.

Other than the types of liabilities that WE cannot limit by law, our liabilities to YOU (on aggregate) are limited to the amount YOU have paid US (if any) or other authorized person for the APPLICATION.

13. NO RETURN

IMPORTANT: THE RETURN OF THE APPLICATION IN THE ABSENCE OF A FUNDAMENTAL BREACH OF THESE TERMS AND OTHER OUR CONTRACTUAL OR/AND LAW OBLIGATIONS CAN TAKE PLACE ONLY WITHIN TREE MONTHS SINCE THE APPLICATION WAS SOLD AND ACTIVATED ON THE HARDWARE OR SINCE DELIVERING OF DOWNLOADING KEY/LICENSE KEY FOR APPLICATION DOWNLOADING.

14. INTEGRATIONS

If YOU integrate the APPLICATION with third-party software to provide a full suite of functionalities of YOUR HARDWARE, WE are not responsible for any issues or loss arising from the use of any such third-party software.

YOUR access and use of the third-party APPLICATION are governed by the terms of service or user agreements of that APPLICATION.

Nevertheless, WE can provide YOU with relevant instructions and data, integration protocols etc. necessary for such integration.

15. INDEMNITY

WE hold YOU harmless from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of any third-party action or threatened action brought against YOU based on our violation misuse, misappropriation, or infringement of any Intellectual property right.

YOU are responsible for configuring YOUR HARWARE or system in order to install and use the APPLICATION.

YOU agree to indemnify and hold the Advanced Analytics and Data Science s.r.o. harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from (i) YOUR breach of these TERMS, (ii) YOUR use of APPLICATION and/or (iii) any misrepresentation made by YOU.

16. GOOD PRACTICE. REPUTATION

WE respect YOUR right and freedom of expression as well as YOUR right on public evaluation of our APPLICATION and its functionality. But WE also encourage for ensuring a proper balance between freedom of expression and the protection of our reputation. Therefor WE reserved the right to claim compensation for material and moral harm caused by the spread of defamatory information.

17. ENTIRE AGREEMENT

These TERMS constitute the entire agreement between any user and US in relation to the use of APPLICATION. YOU acknowledge that YOU will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these TERMS.

18. OTHER IMPORTANT ISSUES

WE may transfer our rights and obligations under these TERMS to another organization. WE will contact YOU to let YOU know if WE plan to do this. If YOU do not wish to continue the contract with the transferee, YOU may contact US to end the contract within one (1) calendar month of us informing you of the proposed transfer.

CONTACT INFORMATION

If you have questions or complaints regarding this Privacy Statement, please contact us via e-mail:

support@team.ff-group.org

or you can write us as follows:

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