

License conditions and definitions

Effective from July 1, 2024

Introductory Provisions

By using the Syca application and/or utilizing other directly related applications and services, the User expresses their agreement with the License Terms of Neit Consulting s.r.o. outlined below, which apply to the use of the Syca application and constitute the content of this document as described in its contents below. The terms become effective and binding for the User and the Provider at the moment of the start of the Application installation if it is operated in a local or cloud environment under the control of the User, or at the moment of the User's first login to the Syca application if the Application is operated in a cloud environment.

Section I.

Definition of Basic Terms

- I.1. Neit Consulting s.r.o., ID No. 273 69 871, with its registered office at Prague 1, Nové Město, Washingtonova 1624/5, Postal Code 110 00 (hereinafter also referred to as the **License Provider** or **Provider**), is a company established and existing under Czech law, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 108964.
- I.2. The User (or **License User**) is a natural person or legal entity identified by their name, registered office address, and identification number (ID No.).
- I.3. **The Contract** refers to this agreement entered into between the Provider and the User in the manner described in the introductory provision of this Contract above, the subject of which is the provision of a License to use the web or mobile application Syca, or the specification of more detailed license terms if the provision of a License to use the Syca web or mobile application is the subject of another contractual relationship concluded outside this Contract.
- I.4. **License terms** refer to all conditions related to the License as defined below in Section II., which are contained in this Contract.
- I.5. **The Application** (or **Software**) refers to the web or mobile application with the trade name Syca.
- I.6. **A Named User** is a natural person working with the Application, identified by the production environment of the Application with a login name/e-mail and password. Development and testing environments are not considered production environments if used solely for development and testing purposes and are in no case used for production purposes.
- I.7. **A Partner** refers to any third party authorized to purchase application licenses from the Provider and resell them to the User.

Section II.

License Grant

- II.1. Upon the effectiveness of these License Terms, i.e., by concluding the Contract in the manner described in the introductory provision of this Contract above, the Provider grants the User a non-exclusive right to use the Syca software and accompanying documentation (hereinafter referred to as **Documentation**); the right

to use the Software and Documentation is hereinafter referred to as the **License**). Information and data stored in the Software, such as templates for automated processes, settings, configuration, output reports, automated case data, inserted documents, notes, etc., are not subject to this license, and all intellectual property rights remain with the creators of this content.

II.2. The License User is authorized to:

- a) use the Software only on their own devices or devices under their control, or through a cloud service provided by the Provider, and simultaneously
- b) use the Software only through the maximum number of Named Users authorized by the payment made, and simultaneously
- c) use the Software without territorial restrictions, and simultaneously
- d) use the Software without time limitations, and simultaneously
- e) use the Software for the purpose for which it is intended, i.e., to automate corporate and organizational processes, and simultaneously
- f) allow external collaborators and/or similar suppliers of goods or services to the License User, and/or companies that are part of the same holding structure as the License User, to use the Software.

II.3. The provisions of Section II.2 of this contract apply mutatis mutandis to the use of Documentation.

II.4. Copyrights to the Software, Documentation, and all copies made thereof belong to the License Provider. Unauthorized copying of the Software constitutes a violation of Act No. 121/2000 Coll., **the Copyright Act**, as amended, and is subject to penalties under the Copyright Act, the Civil Code, and the Criminal Code of the Czech Republic.

Section III.

Product Support

III.1. The License Provider also undertakes to provide the User with product support, which means services related to the use of the Software under this Contract in the following scope:

- providing access to a new functional version of the Software and corresponding Documentation,
- fixing Software bugs and providing corrective codes and fixing Documentation errors.

III.2. The installation of new functional versions is beyond the scope of product support as defined by this Contract.

III.3. The legal framework of the License under this Contract also applies to all parts, versions, or forms of the Software and Documentation or other works or their components provided or modified within the scope of product support.

III.4. The condition for providing product support is the payment of the product support fee for all licensed Named Users.

III.5. The contact point for inquiries and requests regarding product support is the email address info@syca.app.

Section IV.

License User Rights and Obligations

IV.1. This License authorizes the License User to create a backup copy of the Software (backup environment authorization). The Documentation may not be reproduced without the express written consent of the License Provider and may only be used to support the Software.

- IV.2. The License User undertakes not to copy the Software source code or any part thereof, modify it, create derivative works or products from it, reverse engineer or decompile it, or attempt to extract it in any other way unless explicitly authorized or required by law or obtained express written consent from the License Provider. The License User further agrees not to enable such actions by third parties and to bear direct responsibility towards the License Provider (including compensation for damages that may arise).
- IV.3. The License User is authorized to use, in addition to the production environments of the Application, the development and testing environments of the Application, exclusively for the purpose of developing and testing templates for automated processes.
- IV.4. The License User is further not authorized to:
- a) remove or modify any Software labelling or other information about the intellectual property rights of the License Provider, or encumber the right to use the Software with liens,
 - b) provide the Software or Documentation in any manner to third parties for their use in commercial activities (except for the persons mentioned in Section II.2. f) of this Agreement or with the express permission to use it under the License),
 - c) modify or translate the Software or Documentation or create derivative works based on them for any purpose without prior written consent from the License Provider,
 - d) use any device, software, or other means to bypass or remove any form of copy protection applied by the License Provider in connection with the Software.
- IV.5. The License User undertakes to ensure the automatic sending of an e-mail with the Software usage statistics (hereinafter referred to as "**Statistics**") to the e-mail address: info@syca.app. The e-mail will be sent on a monthly basis, always by the 5th (fifth) day of the calendar month following the month for which the respective Statistics are sent, from all environments used by the User. The statistical information is automatically collected and compiled by the Application and includes the following structure:
- a. The number of active users who can start a process;
 - b. The number of solvers who have solved at least one task;
 - c. The number of active users;
 - d. The number of active processes;
 - e. The number of active headers;
 - f. The number of users who have solved a task or can start a process;
 - g. The number of users not included in the Statistics;
 - h. Mobile application settings: active/inactive.
- IV.6. In the event of a breach of the obligations defined above in Section IV.1., IV.2., or IV.4. of this Agreement by the License User, the License Provider is entitled to demand a contractual penalty of CZK 100,000 for each individual violation of any of the obligations mentioned in this paragraph. In addition to the contractual penalty, compensation for damage caused by the breach of the obligation to which the contractual penalty applies may be claimed, but only in the amount exceeding the contractual penalty.

Section V. Sub-licenses

- V.1. The License User is not authorized to transfer their rights to use the Software to third parties (including by way of a partial license or sub-license). The use of the Software within the exceptions mentioned in Section IV.4. of this Agreement is not considered a violation of this restriction.

Section VI.

Transfer of the License in the Event of Legal Succession

- VI.1. The License automatically transfers to the legal successor of a legal or natural person. The new License holder shall send the License Provider a certified document proving their legal succession from the License User.

Section VII.

Price

- VII.1. The price for the licenses and product support is determined based on the number of Named Users, in accordance with the Pricing Agreement, which:
- forms an annex to this Agreement, or
 - is part of another contractual relationship between the Provider and the User, or
 - is part of another contractual relationship between the Partner and the User, or
 - is a separate agreement between the Provider and the User.

Any subsequent purchase of additional licenses and product support will be carried out in accordance with the terms set out in this Agreement.

- VII.2. The Provider is entitled, after prior notice to the User, to change the license terms. The notice of change must be delivered to the User at least 30 days before the updated terms come into effect. Changes may be made no earlier than 12 months after the start of the current terms.
- VII.3. The User shall place an order with the Provider or Partner, which must contain at least the following information: the clear identification of the User, the number of Named Users for whom licenses are being ordered, and the effective date.
- VII.4. The price for the License will be paid in single payment based on an invoice issued by the License Provider or their Partner, following the User's written order.
- VII.5. The price for product support will be paid annually in advance by the License User based on invoices issued by the License Provider or their Partner. If the number of Named Users increases during the period for which the product support fee has already been paid, a differential invoice will be issued for the new users, covering only the remaining period.
- VII.6. The first product support fee will be invoiced for the period starting on the first day of the month of the effective date indicated in the User's written order.
- VII.7. In cases where the licenses are supplied to the User by the License Provider, the following payment terms apply:
- The invoice must be paid within 30 days from the date of receipt by the License User. For the purposes of § 21 of Act No. 235/2004 Coll., on Value Added Tax of the Czech Republic, as amended (hereinafter referred to as the "**VAT Act**"), the taxable event is deemed to occur on the last day of the month in which the payment is invoiced.
 - Every invoice (tax document) must contain all the necessary particulars required by § 29 of the VAT Act and must be issued in accordance with § 11(1) of Act No. 563/1991 Coll., on Accounting, as amended.
 - If the invoice does not contain all the data required by applicable law, this Agreement, or if the information is incorrect, the License User is entitled to return the invoice to the License Provider by the due date, indicating the missing particulars or incorrect information. In such a case, the due date is suspended, and a new due date will begin upon receipt of the corrected invoice.
 - If a reason arises for the License User to be liable as a guarantor under § 109 of the VAT Act, the

License User is entitled to pay the VAT amount directly to the tax authority, in accordance with § 109a of the VAT Act. If the License User pays VAT on behalf of the License Provider, the License User is obliged to pay the License Provider only the agreed price excluding VAT and to promptly inform the License Provider of this procedure.

If the licenses are supplied to the User by the Partner, the payment terms will be governed by the contractual relationship between the Partner and the User.

Section VIII. Components used

VIII.1. The Software includes and uses components necessary for its proper operation, as listed in Annex 1.

Section IX. Confidentiality and Data Protection

- IX.1. The contracting parties agree to maintain confidentiality regarding the terms and subject matter of this Agreement, to keep confidential all proprietary information and trade secrets obtained in connection with this Agreement, and to use such information and trade secrets solely for the purpose of fulfilling this Agreement.
- IX.2. The License User is authorized to provide the Software and Documentation to third parties and their employees only to the extent necessary for the exercise of their license rights under this Agreement.
- IX.3. The License User is obliged to properly protect the subject of the Agreement, especially the source code and Documentation, to prevent their misuse.
- IX.4. The License Provider is obliged to comply with the provisions of laws concerning the protection of information.

Section X. Duration of the Agreement

- X.1. This Agreement is concluded in the manner described in the Introductory Provisions of this Agreement above and is concluded for an indefinite period.
- X.2. This Agreement may be terminated at any time by mutual agreement of the contracting parties.
- X.3. The License Provider may withdraw from this Agreement in the event of a serious breach of obligations by the License User. A serious breach of obligations includes a breach of the License User's obligations defined in Section IV.1., IV.2., IV.4., and V.1. of this Agreement, if such a breach causes damage exceeding CZK 500,000 to the License Provider.
- X.4. The termination of this Agreement does not affect the continuation of the License (Section II.2. d) of this Agreement) and the associated contractual or legal framework; this does not apply if the Agreement is terminated according to Section X.3. of this Agreement.

Section XI. Final Provisions

- XI.1. This Agreement is governed by the laws of the Czech Republic.
- XI.2. The following annexes form part of this Agreement:
 - Annex 1 – List of Used Components
 - Annex 2 – Pricing Agreement (optional annex)

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- XI.3. All provisions and terms set forth in this Agreement will be binding on the legal successors of the contracting parties and will bind them as if they were named and referred to in this Agreement. Wherever a party to the Agreement is mentioned, it is understood that the reference applies fully to their legal successors, to the same extent as if they were mentioned themselves.
- XI.4. If any provision of this Agreement is or becomes invalid or ineffective, the other provisions of the Agreement shall remain valid and effective, as the contracting parties still wish to conclude this Agreement in such a case. Instead of the invalid or ineffective provision, the provisions of generally applicable legal regulations governing the issue of the mutual relationship of the contracting parties shall apply. The parties then undertake to amend their relationship by adopting another provision that would, in its content, best correspond to the intent of the invalid or ineffective provision.
- XI.5. The License User agrees to the use of their business name, logo, and description of the issue being addressed for the marketing purposes of the License Provider.
- XI.6. The license terms forming this Agreement are valid and effective from July 1, 2024.

Annex 1 – List of Used Components

Section I. The licensed Application contains the following components:

The current list of software components used by Neit Consulting s.r.o. for the development of the Syca application is provided in the document "Description of the Syca Platform," which is part of the standard product documentation.

Section II. The licensed Application uses the following software components for its operation:

Module	License	Link
Apache	Apache Licence 2.0	https://www.apache.org/licenses/LICENSE-2.0
ElasticSearch	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Tika	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Nodejs	BSD License	https://github.com/nodejs/node/blob/master/LICENSE
PHP	PHP License	http://php.net/license/3_0.txt

Section III. The licensed Application, based on the current configuration, can interface with the following independent software:

Module	License	Link
MAIND ZEA	GNU Lesser General Public License v 2.1	https://opensource.org/licenses/LGPL-2.1