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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Customer" refers to the legal or natural person entering into this Agreement

"eM Client" means the company eM Client s.r.o., a limited liability company established under the laws of the Czech Republic, with its registered seat at Thámova 166/18, Karlín, 186 00 Prague 8, Identification number 24836940, registered in Commercial Register of the Municipal Court in Prague, Reference No.: C 178930

"Parties" means both eM Client and the Customer. A Party (in singular) refers to either eM Client or the Customer, as applicable.

"Software" means the machine-readable object code of the software that eM Client or its authorized representative makes available, whether embedded on disc, tape or other media. The Software is a computer program which, as a result of creative intellectual activity of its authors, is a work protected by copyright; economic rights of the authors in such computer program.

"Mobile Application" refers to the mobile application version of the Software.

"Documentation" means published user manuals and any other documentation that eM Client or its authorized representative makes generally available for the Software.

"Major version" refers to a substantial release of the Software version which introduces new features and improvements. Major versions are labelled by an increasing integer number.

"Updates" refer to revisions or enhancements of the Major versions of the Software or Documentation that eM Client or its authorized representative may offer to the Customer. Updates are released as minor versions, distinct from Major versions, and identified by an increasing decimal number.

"Purchased version" refers to the Major version of the Software current as of the date the License was purchased.

"Device" means one (1) compatible and unique hardware device designated to operate the Software by performing an installation of the Software on such device.

"Restricted Features" refers to the limited scope of the Software features, which include access to e-mail, calendar, contacts, and task management, with support restricted to visiting of the Community forum.

"Extra add-ons" means third-party dependent features of the Software or third-party services integrated with the Software that are available for optional purchase by the Customer for an additional fee specified in the Price list.

"License Manager" means an additional feature of the Software available to Customers exclusively under the Business License. License Manager enables the Customer to manage the users and devices included in the License, track subscriptions customization of certain features and server settings and other settings as specified in the Documentation.

"Institutional operations" means use of the Software with any account which is not used solely for personal use of an individual. For example, using any account associated with a domain name (e.g., emclient.com) that is registered to a business, nonprofit, or government organization related to the Customer is considered as engaging in Institutional operations for the purpose of this Agreement.

"Price list" refers to the current price list of Licenses and upgrade options provided by eM Client. The Price list is available at the [Pricing page](#) and may be changed by eM Client anytime. Changes in the Price list by eM Client shall not affect the Licenses already purchased by the Customer.

2. LICENSE

2.1 eM Client hereby grants the Customer and the Customer hereby accepts from eM Client, a non-exclusive, territorially unrestricted, and non-transferable right to use the Software and/or the Mobile application within the scope and subject to the terms and conditions specified below for the corresponding license model on a limited number of Devices ("**License**"). Nothing in this Agreement entitles the Customer to receive source code of the Software or Mobile Application in whole or in part.

2.2 The Software is available under the following License models:

Free License, as specified in Clause 2.4 ("**Free License**");

Personal License, as specified in Clause 2.5 ("**Personal License**");

Business License, as specified in Clause 2.6 ("**Business License**");

Trial License, as specified in Clause 2.7 ("**Trial License**").

Only one type of License may be activated on each Device at a time.

2.3 The Customer may not:

2.3.1 copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and agrees to prevent unauthorized copying of the Software;

2.3.2 use the Software and its underlying software and technology for any other purposes or beyond the scope specified for the corresponding type of License under this Agreement;

2.3.3 reverse engineer, decompile, or disassemble the Software;

2.3.4 incorporate the Software into other software;

2.3.5 grant or assign a license or sub-license to the Software to any third party, to lease or otherwise make it available or redistribute the Software to any third parties, except for authorized users of the Customer under the Business License;

- 2.3.6 make any statement that the Software is certified, or that its performance is guaranteed, by eM Client.
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- 2.6 The Business License is activated by the Customer by registering the Software on a Device with a Business License activation code. The Business License includes access to the Purchased version and free Updates of the Purchased version, including the License Manager. The Business License paid as the Subscription plan specified in Clause 3.1.1 of this Agreement, also includes access to the subsequent Major versions released and their Updates. The Business License includes the right to use the Software for Institutional operations on a limited number of agreed-upon Devices simultaneously. The Business License is provided for a fee according to the Price list and is granted for a limited or unlimited period depending on the chosen pricing plan ("**Business License**").
- 2.7 The Trial License is activated automatically during the installation process of the Software on a Device for the first time. The Trial License is limited to 30 days from its activation and includes access to all the Software features, Major versions and free Updates released during the Trial License period. Use of the Software is limited to one (1) Device. The Trial License is provided free of charge and may be activated on each Device only once ("**Trial License**").
- 2.8 In case the limit of active Devices under the corresponding License is reached and the Customer attempts to apply the License to a new Device, the License on the Device which was activated earliest will be automatically deactivated after a system warning. The Customer may increase the number of Devices allowed to be activated under Business License for a fee specified in the Price list.
- 2.9 Extra add-on features are excluded from the License by default and may be purchased by the Customer under the Business License or Personal License. Use of the Extra add-ons is subject to recurring payments specified in the Price list and limited to the prepaid period of the Extra add-on. eM Client does not guarantee that any Extra add-on will be permanently available for purchase or use and may be removed from the Price list upon termination of cooperation with the third-party providing the integrated service for the Software without notice.
- 2.10 The Software may contain the software and other intellectual property of third-party suppliers ("**Third-Party Software**"), some of which may or may not be identified in, and/or licensed in accordance with, the Agreement, and/or an enclosed license.txt file or other text or file. The use of such Third-Party Software is subject to separate license terms determined by these third parties.
- 2.11 The Customer will reproduce all confidentiality and proprietary notices on each copy of the Software and maintain an accurate record of the location of each of these copies.

- 2.12 eM Client hereby notifies any Customer, who is a consumer in the meaning of the applicable laws, and the Customer acknowledges and explicitly agrees that certain functions of the Software available for use under the Trial License will be missing or different from those provided under the Personal License. The full list of features available or unavailable under each License type is specified in the Documentation.
- 2.12 The Mobile Application version is still under development and several features of the Software may be unavailable or may not function properly in the Mobile Application version. The Mobile Application is provided under the Free License model only.

3. PRICING PLANS

- 3.1 The Customer shall select one of the following pricing plans for charging the license fees under the Personal License or Business License:
- 3.1.1 Subscription plan, under which the Customer pays regularly for a specified period the amount determined in the Price list ("**Subscription plan**");
- 3.1.2 One-time payment which is paid by the Customer when purchasing the License ("**Fixed price plan**").
- 3.2 The License purchased under the Subscription plan is limited to the prepaid term of the Subscription plan and includes the Purchased version, and any Major versions with their Updates released after the purchase of the License. Unless specified otherwise in the Price list, the standard period of the Subscription plan is one year.
- 3.3 The License purchased under the Fixed price plan is limited to the Purchased version and is permanently valid for the duration of the economic copyrights to the Software. For the avoidance of doubt, any License purchased under the Fixed price plan excludes the next Major versions and their Updates released after the Purchased version.
- 3.4 The Customer with a Fixed price plan may purchase a one-time upgrade to the current Major version for a fee specified in the Price list. Alternatively, the Customer may purchase an unlimited upgrade plan ("**Lifetime Upgrade**") for a one-time fee specified in the Price list, which includes free upgrades to any Major versions with their Updates released after the purchase of the License.

4. SUPPORT

- 4.1 Support Agreement: eM Client or its authorized representative will provide support for the Software to Customers according to the purchased or activated License model within the scope and under the conditions specified in the Support options terms available at <https://www.emclient.com/support> (the "**Support**").
- 4.2 The advanced level of Support includes direct assistance and feedback from eM Client's technicians using the Support center accessible at <https://support.emclient.com/> (the "**VIP Support**").
- 4.3 Customer's access to the VIP Support is determined by the selection of the pricing plan for the License:
- 4.3.1 the Customers with Subscription plan will receive VIP Support access during the term of the active Subscription plan;
- 4.3.2 the Customers with a Fixed price plan will receive VIP Support access during the first year of the License (the "**Initial Support Term**"). Upon expiration of the Initial Support Term, the Customers may activate a recurring 12-month extension of the VIP Support for all the Devices included in the License for a fee specified in the Price list (the "**Additional Support**"). The Additional Support automatically renews for consecutive 12-month periods, unless the

Customer cancels the automatic renewal by notifying eM Client at least 60 days before the renewal date. The Customer can reactivate the Additional Support at any time..

- 4.3 Customers using the Free License are not provided any Support, except for access to a community based support available at <http://forum.emclient.com>

5. MAINTENANCE OF THE SOFTWARE

- 5.1 eM Client is entitled to carry out regular or emergency maintenance of the Software anytime. During such maintenance, the Software or its functions may be unavailable. Any such outage shall not be considered a breach of the License nor give rise to any claims by the Customer

6. SOFTWARE UPDATES AND DEVELOPMENT

- 6.1 The Customer acknowledges that the Software and its functionalities will be continuously adjusted and adapted by eM Client, in particular in connection with new versions of operating systems and updates of related third-party services. These may under the sole discretion of eM Client include enhancements to the Software, Updates due to Device manufacturers releases (usually available to the Customer within 30 days of Device manufacturer's announcement of their new release), and any special "fixes" that may be required in order for the Software to operate in a specific environment;

7. OWNERSHIP OF SOFTWARE AND COPYRIGHTS

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- 7.2 The Software and/or the Documentation is copyrighted and is protected applicable copyright laws and international treaty provisions. The Customer shall not remove any copyright notice from the Software. The Customer agrees to prevent any unauthorized copying of the Software and/or the Documentation.
- 7.3 Except as expressly provided herein, eM Client does not grant any express or implied right to the Customer under any applicable patents, copyrights, trademarks, trade secret information or any other similar intellectual property rights.
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8.4 In case of breach of Warranty, eM Client or its authorized representative will correct or replace any defective Software or, if not practicable, eM Client or its authorized representative will accept the return of the defective Software and refund to the Customer the amount paid for the Software, less depreciation based on a 3-year straight line schedule. Unless the mandatory provisions of applicable laws specify otherwise, the Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and eM Client's and its authorized representatives' exclusive liability, for any breach of warranty or other duty related to the quality of the Software.

9. SOFTWARE DEFECTS

9.1 During the term of this Agreement, eM Client's sole obligation regarding Software defects shall be limited to repair of any program defect which prevents normal use of the Software at no cost to the Customer.

9.2 The Customer shall give eM Client prompt notice of any alleged Software defect. eM Client will make every reasonable effort to correct the Software defect within 30 days. eM Client's obligation to rectify any Software defect shall be discharged in the event (i) the Software defect has been caused by deficiencies in Device, any third-party hardware and/or software, or by improper handling or use by the Customer, or (ii) an unauthorized alteration or revision to the System by the Customer or its authorized end-users.

9.3 The Customer acknowledges that the Software requires a compatible Device with a suitable operating software specified in the Documentation, and network connectivity for access to or use of the Software and its proper functioning.

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES ACKNOWLEDGE AND AGREE THAT eM CLIENT, ITS AUTHORIZED REPRESENTATIVES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION) TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION, AND FOR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF eM CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 UNDER NO CIRCUMSTANCES WILL eM CLIENT, ITS AUTHORIZED REPRESENTATIVES OR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CUSTOMER'S CLAIMS OR THOSE OF CUSTOMER'S (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

- 10.3 IN NO EVENT WILL THE AGGREGATE LIABILITY INCURRED IN ANY ACTION OR PROCEEDING BY eM CLIENT, ITS AUTHORIZED REPRESENTATIVES OR SUPPLIERS EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

11. INDEMNITY

- 11.1 The Customer shall indemnify, hold harmless, and defend eM Client, its authorized representatives or suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from Customer's distribution and/or dissemination of the Software.
- 11.2 eM Client, its authorized representatives or suppliers shall have no indemnity obligation to the Customer if the patent, copyright or trade secret infringement claim results from (i) a correction or modification of the Software not provided by eM Client or its authorized representative, (ii) the failure to promptly install, access or use any Update or Major version or (iii) the combination of the Software with other computer programs or use of the Software on any incompatible devices.

12. CONFIDENTIALITY

- 12.1 The Customer acknowledges that the Software and/or the Documentation incorporate confidential and proprietary information developed or acquired by or licensed to eM Client. The Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Software and/or the Documentation, including (i) those taken by the Customer to protect Customer's own confidential information and (ii) those which eM Client or its authorized representative may reasonably request from time to time. The Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software and/or the Documentation. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.
- 12.2 If an unauthorized use or disclosure occurs within the Customer's enterprise, the Customer will immediately notify eM Client or its authorized representative and take, at Customer's expense, all steps which may be available to recover the Software and/or the Documentation and to prevent their subsequent unauthorized use or dissemination.

13. TERMINATION

- 13.1 The Customer may terminate this Agreement, without right to refund, by delivering a written notification to eM Client. The written notification shall be delivered to e-mail sales@emclient.com.
- 13.2 eM Client may terminate this Agreement by delivering a written notice to the Customer to the e-mail address, that the Customer has provided when activating the Software, without refund obligation, if the Customer breaches this Agreement and fails to remedy such breach to eM Client's satisfaction within 30 days of eM Client's written notice.
- 13.3 In case of Free License or Trial License, eM Client may terminate this Agreement for convenience at any time. Upon the termination of this Agreement for any reason, all rights granted to the Customer hereunder will cease, and the Customer will promptly (i) remove the Software, the Documentation and any related Updates and Major versions from any Devices and all of Customer's other computer systems, storage media and other files, (ii) destroy the copies of the Software and the Documentation, if any; and (iii) deliver to eM Client an affidavit which certifies that the Customer has complied with these termination obligations.

14. SURVIVAL AND SALVATORY CLAUSE

- 14.1 Any obligations of the Parties under Clause 7 (OWNERSHIP OF SOFTWARE AND COPYRIGHTS), Clause 10 (LIMITATION OF LIABILITY), Clause 11 (INDEMNITY), Clause 12 (CONFIDENTIALITY), Clause 14 (SURVIVAL AND SALVATORY CLAUSE), Clause 15 (AUDIT), and Clause 16 (GOVERNING LAW AND

JURISDICTION) of this Agreement and any other provisions of this Agreement that would normally survive termination shall survive the termination of this Agreement.

- 14.2 In the event any provision of this Agreement is held by any court to be invalid, void, or unenforceable by notion of law or inequity, the remaining provisions shall continue in full force and effect.

15. AUDIT

- 15.1 During the period of validity of this Agreement and for the period of three (3) years after the termination of this Agreement, eM Client may audit, upon reasonable notice to you, and at eM Client's expense, your compliance with this Agreement.

16. GOVERNING LAW AND JURISDICTION

- 16.1 The Parties agree that this Agreement and the rights and obligations arising therefrom are governed by the laws of the Czech Republic.
- 16.2 Any dispute or claim, contractual as well as non-contractual, that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) or any breach, termination or invalidity thereof (which the Parties fail to agree upon by negotiations), shall be finally settled by competent courts in the Czech Republic, save that eM Client may bring proceedings for injunctive or interim relief in any alternate jurisdiction at its sole option in the case of breach or anticipated breach by the Customer of its obligations relating to confidentiality and intellectual property rights as set out in this Agreement.
- 16.2 If any action at law or inequity is brought to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to reasonable legal fees.
- 16.3 This Agreement constitutes a contract on the supply of a digital content (Software), which is not supplied on a tangible medium. The Customer is not entitled to withdraw from this Agreement after the use of the Software has begun.
- 16.4 For the avoidance of doubt, any provision of this Agreement that contradicts the rights of a Customer who is a consumer under mandatory provisions of applicable laws, including the right to withdraw from or terminate this Agreement or to remedy any defect in the Software according to Sections 2389g to 2389s of Act No. 89/2012 Coll., The Civil Code, shall not apply to such Customer.

17. MISCELLANEOUS

- 17.1 The Customer acknowledges that eM Client will receive and store (i) usage information, (ii) data related to validity of License based on the unique ID generated on the Device, (iii) primary e-mail address being set up within the Software and (iv) information from alphanumeric identifiers (cookies) transferred to the Customer through the Customer's browser to enable eM Client to keep track of the corresponding license for the Customer.
- 17.2 The Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without eM Client's prior approval. This Agreement will bind Customer's legal successors.
- 17.3 All notices or approvals required or permitted under this Agreement must be given in writing. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by eM Client.
- 17.4 Except as expressly provided in this Agreement, rights and remedies of eM Client provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

- 17.5 This Agreement and any documents referred to in this Agreement constitute the entire agreement between the Customer and eM Client and supersedes all prior oral or written agreements concerning the subject matter of this Agreement. The Parties expressly exclude the application of any of the terms and conditions of the Customer to this Agreement.
- 17.6 The Customer represents, that when entering this Agreement on behalf of another person or entity, the Customer has all necessary authority to enter into this Agreement and has the legal capacity to enter into this Agreement and bind such entity or person by this Agreement.
- 17.7 The Customer and eM Client have agreed that eM Client may change or modify this Agreement at any time. The Customer shall be provided with the amendment to this Agreement via e-mail address that the Customer has entered when activating the Software, at least one (1) month before the expected effective date of the amendment. The Customer may reject the proposed amendment by terminating the Agreement in accordance to Clause 13 of this Agreement.