

COGVIO General Licensing Terms and Conditions

These General Licensing Terms and Conditions (hereinafter referred to as "**Terms**") apply to cases where Cogvio, s.r.o., with registered office at Sudoměřská 1413/2, Žižkov, 130 00 Prague 3, business ID No.: 062 19 799, registered in the Commercial Register maintained by the Municipal Court in Prague, file No. C 277493 (hereinafter referred to as the "**Provider**") provides the other party to the Agreement (hereinafter referred to as the "**Customer**") with a license to use a certain computer program - software, to which the Provider exercises property rights.

I. Definitions of Certain Terms

For the purposes of these Terms, the following terms shall have the following meanings:

- "**Software**" - a specific computer program of the Provider, which is licensed to the Customer.
- "**Offer**" - the Provider's offer specifying the Software for which the Provider offers the Customer a license, as well as other rights and obligations of the parties regarding the use of the Software, including the proposal of the license fee.
- "**Agreement**" - a mutually binding contract between the Provider and the Customer, which has been concluded by acceptance of the Provider's Offer, in accordance with the procedure described in these Terms, while the content of this Agreement consists of the rights and obligations set out in these Terms and specified in more detail in the specific approved Offer. In the event that the Agreement contains a provision that deviates from any provision in these Terms, the provisions in the Agreement shall prevail.
- "**Authorized Person of the Customer**" - a natural person designated by the Customer to negotiate the Offer and to conclude the Agreement.
- "**Regulation**" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

II. Method of Concluding the Agreement

1. The Agreement shall be deemed to be mutually binding, approved, concluded and valid at the moment at which the Customer expresses its consent to the Provider's Offer in one of the following ways:
 - a) The Authorized Person of the Customer shall send a message to the Provider to the e-mail address license@cogvio.com, or to another e-mail address specified in the Offer, indicating the full and unconditional acceptance of the Offer by the Customer.

OR

 - b) The Authorized Person of the Customer shall confirm his/her full and unconditional acceptance of the Offer by affixing his/her handwritten or electronic signature to the Offer, or by confirming the Offer in any other manner to be specified in the Offer or agreed upon in the particular case between the Provider and the Customer.
2. If a deadline for acceptance is specified in the Offer, the Customer is entitled to accept the Offer only within this deadline, unless otherwise agreed with the Provider. If no time limit for acceptance is specified in the Offer, this Offer must be accepted by the Customer within 30 days of its dispatch by the Provider at the latest, otherwise it shall become invalid.

3. Any objections or comments of the Customer to the submitted Offer shall be deemed to be a rejection of the Offer by the Customer. The Agreement is therefore only concluded if the Customer accepts the Offer fully and unconditionally. If the Offer is rejected by the Customer, for whatever reason and in whatever manner, it is at the sole discretion of the Provider whether or not to create and send a new Offer (reflecting any reservations or comments of the Customer) to the Customer.
4. The procedure described in this Article II shall also apply by analogy to the negotiation of any modifications to the concluded Agreement (for example, regarding a new royalty rate or a change in the license period).

III. License

1. By concluding the Agreement, the Provider grants the Customer the right to exercise the intellectual property right (license) to the Software, i.e. the right to use the Software, under the following conditions:
 - a) The license for the Customer includes the right to access the Software for named users designated by the Customer (by user is meant one specific natural person with a specific email address to which the registration and access password to the Software will be linked), with the maximum number of such named users having access to the Software being specified in the Agreement. The Customer shall be entitled to designate in this way exclusively users who consistently perform work in the same country (i.e. in case the Customer has several branches in different countries, all users must be employees of the same national branch of the Customer, however all users shall have the right to access the Software anywhere, i.e. regardless of the territory of the country in which they consistently perform work). Each user so specified shall be entitled to access the Software from any personal computer or other dedicated terminal device anywhere;
 - b) The licence is granted on a non-exclusive basis;
 - c) The license is granted for the term specified in Article VII of these Terms or in the Agreement;
 - d) The license is granted without territorial limitation - without prejudice to the arrangement under paragraph a) above - and the Provider's server on which the Software will be operated will be located in the European Union;
 - e) The Customer is entitled, but not obliged, to use the Software; any non-use of the Software shall not affect the Provider's right to the agreed remuneration.
2. The Customer shall not (above what is necessary for the proper use of the Software in accordance with the purpose of these Terms or the specific Agreement):
 - a) Copy, distribute, separate portions of the Software, or create derivative versions of the Software or other derivative works.
 - b) Offer or allow the use of the Software to third parties, whether or not for a fee. The Customer shall not, inter alia, be entitled to disclose the access data to the Software to any third party.
 - c) reverse engineer, decompile, modify, adapt, translate, convert to source code, or otherwise attempt to obtain the source code of the Software except as expressly permitted by law, nor grant consent to any third party to do so.
3. The Customer is obliged to use the Software only in a manner that complies with all applicable laws and regulations, in particular with applicable copyright restrictions.
4. The Provider shall be liable to the Customer for the fact that the Customer's proper use of the Software license in accordance with these Terms and the Agreement will not violate any legal regulations (in particular copyright or other rights of third parties) and furthermore that the Software will be continuously updated/upgraded by the Provider so that it fully serves the purposes envisaged by these Terms and the Agreement. The Provider shall not be liable for the Customer's use of the license in violation of these Terms and the Agreement, the Software documentation or other instructions of the Provider regarding the Software.

5. The Provider shall not be liable in any way for the stability of the Customer's hardware and software on which the Software is operated, nor for the use of data and information obtained by the Customer through the Software by the Customer or third parties to whom the Customer makes such data available (for example, the use of such data in administrative proceedings on price and payment or other proceedings, the design of business strategy based on market data or competitive information, etc.). At the same time, the Customer acknowledges that the Software serves only as an auxiliary tool and that the final decision on how to deal with such data and information is always at the Customer's discretion. Therefore, the Provider shall not be liable in any way for any damage or other harm arising in direct or indirect connection with the use of data and information obtained by the Customer through the Software, in particular if the output is directly used in administrative proceedings on price and payment or for any decision relating to such administrative proceedings/business strategies of the Customer. It is recommended to use the Software only in accordance with the applicable manual (Help section), training and as instructed by the Provider.

IV. License Fee

1. The Customer is obliged to pay to the Provider for the granting of a license to use the Software according to these Terms and the specific Agreement a license fee in the amount specified in the mutually confirmed Agreement, and under other terms specified in this Agreement.
2. In the event of the Customer's delay in payment of the licence fee, the Provider is entitled to charge the Customer interest on the delay in the amount of 0.05% of the amount due for each day of delay.

V. Non-Disclosure Agreement

1. The Parties undertake to keep confidential any information that is not publicly available and that one Party receives or obtains directly or indirectly from the other Party in connection with the Agreement (e.g. information contained in non-public documentation for the Software), or contained in the Agreement, or communicated orally or in writing by one Party to the other Party in the course of exercising its rights and obligations under these Terms and the specific Agreement.

VI. Processing of Personal Data

1. The Parties intend to comply with all obligations under the Regulation. This Article of the Terms governs the mutual rights and obligations of the Parties in the processing of personal data that occurs in the performance of the Agreement. For the purposes of this Article, unless otherwise stated, the Customer shall be deemed to be the data controller and the Provider shall be deemed to be the data processor.
2. Processing Specifications. The Customer authorises the Provider to process personal data disclosed on the basis of and in connection with the performance of the Agreement, the specification being as follows:
 - a) Purpose of processing: for the purpose of performance of the Agreement, the Provider has access to the personal data of all users of the Software. Thus, the Provider processes personal data for the purpose of providing the services under the Agreement, to ensure the functionality of the Software, to check, to handle requests and also in case of inspection by a supervisory authority or for the purpose of claims or securing rights.
 - b) Nature of processing: processing is carried out manually and partially by automated means, through reading, access, editing and storage. Processing is carried out electronically.
 - c) Subject of processing: personal data of Software users, generated data and related data when using the Software for the purposes of the Agreement.
 - d) Processing period: the duration of the Agreement or the time necessary for the provision of individual services under the Agreement.

- e) Type of personal data: identification data, contact data, log-related data (network identifiers, date and time of operations, operation record, data related to the device used and its settings and other necessary data related to logs), user settings, data related to analyses and services used (IDs, network identifiers, logs, data on LP preparations, ATC groups, filtering criteria, types of data displayed, display times, analyses, exported files, statistics, requests, reports and databases).
 - f) Categories of data subjects: users of the Software, employees and Authorized Persons of the Customer, customers of the Customer.
3. Protection measures. The Provider expressly declares that it is able to provide sufficient guarantees to implement appropriate technical and organisational measures to ensure the protection of data subjects and their rights. Among other things, the Provider undertakes:
- a) process personal data only on the basis of written instructions from the Customer, documented in this Agreement;
 - b) ensure that those authorised to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality;
 - c) take all measures required by Article 32 of the Regulation and record them in internal rules;
 - d) take into account the nature of the processing and assist the Customer by always having appropriate technical and organisational measures in place;
 - e) in accordance with the Customer's decision and after the termination of the Agreement, delete all personal data of the Customer obtained in connection with the performance of the Agreement, unless it is entitled to continue to retain such data for the purpose of fulfilling a legal obligation or on the basis of a documented legitimate interest;
 - f) provide the Customer with all information necessary to demonstrate that the obligations set out in this clause of the Terms have been complied with, and facilitate and contribute to audits, including inspections, carried out by the Customer or any other auditor appointed by the Customer, with at least 90 days' notice of any inspection or audit, including any required documentation;
 - g) notify, if it determines that any instruction by the Customer violates the Regulation or other data protection legislation;
 - h) take into account the nature of the processing and, if necessary, inform the Customer of the need for new joint measures.
4. Involvement of another processor. The Provider is entitled to involve another processor in the processing of personal data pursuant to the Agreement, without further express written permission of the Customer. The Provider undertakes to bind all additional processors to the same obligations to which it is bound under this Article of the Terms. In the event of any changes regarding the acceptance of additional processors or their replacement, the Provider undertakes to inform the Customer before the effectiveness of such change by publishing it on www.cogvio.com/terms. The Customer has the right to object to the changes within three days of the notification. If the Customer's objections are not found to be justified, the Provider is entitled to reject them. In such a case, the Customer is entitled to request, in writing, within three days of receipt of the notification of rejection of objections, the termination of the processing of personal data, but acknowledges that in such a case the Provider cannot provide services under the Agreement and is not liable for non-compliance with the Agreement for such reasons, nor for any damage or injury incurred. A list of current other processors is provided at www.cogvio.com/terms. The Customer undertakes to monitor regularly any new information published at www.cogvio.com/terms.
5. Transfer of data to a third country (outside the EU). The Provider is entitled to make the data available to other third country (non-EU) processors. An overview of the current third countries from which processing may be carried out is provided at www.cogvio.com/terms. The Provider is entitled, without any further additional consent from the Customer, to change the access from third countries, based on a notice published at www.cogvio.com/terms. The Customer undertakes to monitor periodically any new information published at www.cogvio.com/terms.

6. Rights of the data subject. The Provider undertakes, in the event that the subject contacts it with the exercise of a right under the Regulation or other related regulations, to either comply with this request without undue delay or to forward it to the Customer, who is obliged to deal with it.
7. Reporting security breaches. The Provider undertakes to notify the Customer of any security breach, data leak, data compromise or other security incident within the meaning of Article 33 of the Regulation without undue delay, no later than 72 hours after becoming aware of it.
8. Contact persons. The Customer undertakes to provide the Provider with the contacts of individual persons as required by the Provider, without undue delay, upon the Provider's request. The Provider's contact gdpr@cogvio.com.
9. Rights and obligations of the controller and processor. The Parties undertake to comply with all applicable legislation, including but not limited to the Regulation, and to provide each other with all necessary cooperation for this purpose. To secure the Agreement, they further agree as follows:
 - a) The Customer is entitled to request from the Provider all necessary and relevant information regarding the processing of personal data by the Provider;
 - b) The Customer is entitled, if necessary, to inspect the Provider's records of the activities related to the processing of personal data, which the Provider is obliged to keep in accordance with the Regulation throughout the duration of the Agreement;
 - c) The Customer is obliged to give the instruction at the Provider's request, within three days of receipt of the request;
 - d) The processing of personal data by the Provider shall only be carried out in connection with the purpose for which it was provided, unless it is necessary for compliance with a legal obligation or a documented legitimate interest of the Provider;
 - e) The Provider shall not disclose personal data to any third party without the written and express consent of the Customer, unless otherwise provided in the Terms. The Provider shall not proceed in any way with the transfer of Personal Data to a third country or to an international organisation without the specific instruction of the Customer, unless otherwise provided in the Terms;
 - f) The Parties undertake to make all possible efforts to eliminate any unlawful situation in relation to personal data processed under the Agreement which could lead to a breach of the obligations set out in the Regulation;
 - g) The Parties further undertake to provide each other, if necessary, with full cooperation in their contacts and dealings with the supervisory authorities;
 - h) The Provider is entitled, in the event of any request by the Customer, beyond the services covered under the Agreement, to charge an hourly rate according to the Provider's price list.
 - i) The Parties hereby expressly agree that the Provider's liability shall in all cases be no more than three times the total value of the remuneration for three months under the Agreement. In the event that the remuneration is not determined on a monthly basis, the parties shall pro-rate the remuneration to a monthly amount and the limit shall be set at a maximum of three times the amount so determined. This is without prejudice to the mandatory provisions of the applicable legislation under which the Provider shall be liable without limitation.
10. The Customer acknowledges that the Provider must process personal data of the Provider or the Authorized Persons for the purpose of securing the Agreement and has furthermore set documented legitimate interests in the processing of personal data for the purpose of generating statistics, Software development and control. Detailed information on the processing of personal data is set out in the Information on the Processing of Personal Data. By signing the Agreement, the Customer confirms that he/she has been informed of the Information on the Processing of Personal Data and has received a copy of this text. The Customer undertakes to make all users of the Software and the Authorised Persons aware of the Information on the Processing of Personal Data.

11. The Provider is entitled to modify the Information on the Processing of Personal Data if necessary, but the modification will not be effective before the Information is delivered to the Customer or on a later date specified in the Information on the Processing of Personal Data. The Customer undertakes to inform all Users and the Authorised Person of the change. The current version of the Information on the Processing of Personal Data is always published on www.cogvio.com/terms.

VII. Duration of the Agreement

1. Unless otherwise agreed in a specific Agreement, the following shall apply:
 - a) The Agreement is concluded for a fixed term of 12 months from its conclusion (see Article II.1 of these Terms).
 - b) Both parties are entitled to terminate the Agreement only in the last 60 days of the Agreement term. Such termination must be made in writing and delivered to the other Party before the expiry of the Agreement Term; the termination shall take effect on the last day of the agreed Agreement Term.
 - c) In the event that the Agreement is not terminated by either party in accordance with the preceding paragraph b), the term of the Agreement shall automatically be extended for a further 12 months.
 - d) The renewal of the Agreement pursuant to the preceding paragraph c) shall be repeated until the Agreement is terminated:
 - i. by notice, with the right to notice applying by analogy to paragraph b) of this Article in each 12-month period of the Agreement,
 - ii. by agreement of the Parties, or
 - iii. by law in any of the cases specified in the law.

VIII. Final Provisions

1. These Terms are available at www.cogvio.com/terms.
2. These Terms and each Agreement shall be governed by the laws of the Czech Republic, and any dispute relating to the Agreement that cannot be resolved by amicable agreement of the parties shall be decided by a court in the Czech Republic, whose local jurisdiction shall be determined according to the Provider's registered office.
3. The relevant Agreement shall be governed by the version of the Terms that is in force at the time the Agreement is entered into. The Provider shall be entitled to update and modify these Terms from time to time; in such case the Provider shall inform the Customer about such change of the Terms by sending a new version of the Terms to the email address of the Authorized Person of the Customer. Unless the Authorized Person of the Customer expresses his/her disagreement with the new version of the Terms in writing to license@cogvio.com within 30 days from the moment when the version was sent to him/her by the Provider, the Agreement shall continue to be governed by the new version of the Terms as of the time specified by the Provider. If the Authorized Person of the Customer disagrees with the new version of the Terms in the manner specified in the preceding sentence, the Agreement shall continue to be governed by the version of the Terms currently in force for that Agreement, in which case the Provider shall be entitled to unilaterally withdraw from the Agreement within 30 days of receipt of information about the Customer's disagreement with the new version of the Terms.
4. By concluding the Agreement, the Customer confirms that they has read and agrees to these Terms.
5. This version of the Terms is valid from 1 September 2023.