

THIS AGREEMENT IS A LEGAL AGREEMENT CONCLUDED BETWEEN ANNPOINT, S.R.O., WITH ITS REGISTERED ADDRESS AT U KRIZKU 588, 26101 PRIBRAM, CZECH REPUBLIC (THE "LICENSOR"), AND THE LICENSEE OF THE WORK (THE "CUSTOMER"). BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING THIS SOFTWARE, YOU (AS THE CUSTOMER) BECOME A PARTY TO THIS AGREEMENT AND THUS CONSENT TO BEING BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Licensed software: DayPilot Pro for ASP.NET MVC, including source and binary form and documentation ("the Work").

**1. Use of the Work.** The Licensor hereby grants the Customer a worldwide, non-exclusive, non-transferable copyright license to use the Work in the following way:

- a) a number of designated developers of the Customer specified in the attachment n. 1 hereof may use the Work for development and testing purposes and,
- b) the Customer may redistribute the Work to other persons (the "Acquirer") providing it is only in its binary form and as a part of his own standalone product that adds a substantial value to the Work. The Work may not be redistributed as a part of a software library. The Work may not be redistributed as a part of a software product that competes with the Work,
- c) the Customer may use the Work on a number of servers (specified by a domain name) specified in the attachment n. 1 hereof.

The Customer may modify the Work. The Customer may redistribute the modified Work under the conditions set out in Art. 1.b).

The Customer or the Acquirer may allow third persons ("End Users") to access the server applications containing the Work, providing the server applications containing the Work are made available to them by the Customer or the Acquirer. The number of End Users is not limited. Neither the Acquirer nor End Users may redistribute the Work in any form.

An appropriate invoice or other purchase documentation (the "Invoice") may allow concurrent use of Work by a higher number of developers than specified in Article 1.a). The invoice shall thereby alter this Agreement.

Other rights and obligations of the parties may be specified in the attachment hereof.

**2. Copyright and Ownership.** The Licensor is the owner and authorized licensor of the Work. The Work is protected by copyright law and international treaty provisions. The Customer acquires solely a non-exclusive right to use the Work as permitted herein. The Customer does not acquire any rights of ownership to the Work.

**3. License Fees.** The Customer shall pay to the Licensor the license fee and other charges and expenses as set forth in the Invoice. The Licensor may charge the Customer interest for any payment that is more than thirty (30) days overdue at the rate of one and a half percent (1.5%) per month or, alternatively, the highest amount allowed by law, whichever is lower.

**4. Duration.** The licence period is not limited and therefore the licence is granted for the whole period of the duration of economic rights to the Work. The Licensor shall be allowed to terminate this license with immediate effect if the Customer fails to comply with the terms and conditions hereof. Upon the termination of the licence the Customer shall destroy the Work and shall erase all copies of the Work under his control.

**5. Limitation of Warranties and Liability.** The Licensor warrants solely that for a period of thirty (30) days from the initial shipment by Licensor or download by Customer of the Work, the Work as delivered or downloaded shall materially function as described in the accompanying documentation. This warranty does not apply insofar as: (a) the Work is subjected to misuse, neglect, accident, or exposure to external conditions other than those specified in the Documentation; (b) in relation to claims resulting from acts or omissions caused by persons other than the Licensor or from products, material or software not provided by the Licensor; (c) using a version of the Work which does not include all updates available from the Licensor or; (d) the Work is modified. In the event of a breach of warranty, the Licensor's sole responsibility and the Customer's sole and exclusive remedy is, at the Licensor's discretion, to repair or replace all or any parts of the Work. This limited warranty is valid only if a written notice of breach of warranty is received by the Licensor within ten days after the end of the thirty-day warranty period.

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5, THE LICENSOR SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR THE WORK, INCLUDING ANY LIABILITY CAUSED BY NEGLIGENCE. THE LICENSOR MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AND WHETHER CONTAINED IN ANY OTHER PROVISION OF THIS AGREEMENT OR IN ANY OTHER COMMUNICATION. THE LICENSOR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACQUISITION TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PERSONS BY THE WORK. THE CUSTOMER MAY HAVE CERTAIN STATUTORY RIGHTS TO WHICH THESE EXCLUSIONS DO NOT APPLY, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORY WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD SET FORTH IN ART. 5. MOREOVER, IN NO EVENT SHALL WARRANTIES PRESCRIBED BY LAW, IF ANY, APPLY, UNLESS THEY ARE REQUIRED TO APPLY BY A STATUTE NOTWITHSTANDING THEIR EXCLUSION BY A CONTRACT. NO DEALER, AGENT OR EMPLOYEE OF THE LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

THE CUMULATIVE LIABILITY OF THE LICENSOR TO THE CUSTOMER FOR ALL CLAIMS RELATING TO THE WORK, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO LICENSOR BY THE CUSTOMER FOR THE WORK. THE CONTRACTUAL PARTIES HAVE AGREED THAT THE TOTAL AMOUNT OF COMPENSATION PAID TO THE CUSTOMER FOR ANY DAMAGE SUFFERED AS A RESULT OF A PARTICULAR FAULT OF THE WORK SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER TO THE LICENSOR AS LICENCE FEE. IN CONSIDERATION OF ALL CIRCUMSTANCES CONNECTED TO THE CONCLUSION HEREOF THE

CONTRACTUAL PARTIES HEREBY DECLARE THAT THE AGGREGATE FORESEEABLE DAMAGE INCLUDING LOST PROFIT THAT THE LICENSOR MIGHT BE REQUIRED TO PAY BY REASON OF HIS LIABILITY FOR FAULTS ON THE BASIS HEREOF SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER AS LICENCE FEE.

IN NO EVENT SHALL THE LICENSOR BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE OR INCIDENTAL DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION AND LOST DATA, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

The Customer is responsible for the selection of the Work to achieve its intended results, and for the installation, use and results obtained from the Work. The Licensor does not warrant that use of the Work will be uninterrupted or error-free, nor that program errors will be corrected.

IN CASES WHERE THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LICENSOR'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**9. Miscellaneous.** This Agreement shall be governed by the law of the Czech Republic, notwithstanding the principles of its law regulating conflict of laws. The Customer hereby agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of any Court of the Czech Republic. Either the Licensor or the Customer may assign this Agreement to another entity in the case of a merger or sale of substantially all of its respective assets. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes all prior written and oral communications, as well as the terms set forth in any other document, including, without limitation, any purchase order, check or form issued by the Customer. This Agreement may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

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Should you have any questions regarding this agreement, please contact Annpoint, s.r.o. ([support@daypilot.org](mailto:support@daypilot.org)).

Attachment No. 1  
**Editions**

<b>Edition</b>	<b>Start</b>	<b>Developer</b>	<b>Expert</b>	<b>Premium</b>
Deployment license	1 server, 1 domain name	Unlimited number of servers	Unlimited number of servers	Unlimited number of servers
License to use the binary in an internal application	Yes	Yes	Yes	Yes
License to redistribute the binary in a custom application	Yes	Yes	Yes	Yes
License to redistribute the binary in a shrink-wrapped application	No	Yes	Yes	Yes
License to redistribute the binary as a part of a software library	No	No	No	No
License to redistribute the source code	No	No	No	No
Maximum number of developers working with DayPilot	1	1	2	Unlimited number of developers at one physical location