

LICENCE AGREEMENT - SSO EMM (SINGLE SIGN ON)

- 1. EMM spol. s r.o, Sekurisova ul. 16, 841 02 Bratislava, the Slovak Republic ("EMM") grants, subject to the terms and provisions of this Agreement, a non-exclusive and non-transferrable right to use SINGLE SIGN ON SSO ("SOFTWARE") in the form of a machine or object code solely for personal purposes.
- 2. The user may install, open, display and run or otherwise use the SOFTWARE. The user becomes entitled under the licence granted by EMM. Every SOFTWARE is provided with commercial licence rights and limitations set forth in this Agreement.
- 3. The licence to the SOFTWARE is provided free of charge.
- 4. It is forbidden to reproduce or enable the reproduction of the SOFTWARE:
 - for purposes other than those specified in this Agreement;
 - to publish the SOFTWARE or use it for purposes other than those described in paragraph 1;
 - except as expressly permitted by law, to alter, dismantle, disassembly, translate, reconstruct, transform or exctract the SOFTWARE or a part of the SOFTWARE;
 - except as expressly permitted by law, to alter, modify or otherwise re-process the SOFTWARE;
 - to assign, pledge, lease, share or provide the SOFTWARE;
 - to grant to a third party access to or to use the SOFTWARE for the provision of commercial services.
- 5. EMM may provide an update of the SOFTWARE. Updates of the SOFTWARE shall, for all purposes of this Agreement, be considered to be SOFTWARE.
- 6. EMM reserves all rights to the SOFTWARE, which are not expressly granted hereby. All copyrights, trademarks and other intellectual property rights to the SOFTWARE (including data files, images in the SOFTWARE and screens, as wells as the documentation relating to SOFTWARE) are owned by EMM and are protected by the laws of the Slovak Republic as intellectual property. Every copy of the SOFTWARE, which you may create hereunder, must contain the full copyright and other notices, which are part of the original copy of the SOFTWARE.
- 7. EMM does not guarantee that, after downloading the SOFTWARE, the SOFTWARE will function properly, if the instructions for use are not observed. As the SOFTWARE is intended for testing purposes, it is provided "asis", without any guarantee, support or other services by EMM whatsoever. You agree to use the SOFTWARE exclusively for testing purposes. By using the SOFTWARE, you will bear all risks of its use. EMM does not guarantee that the SOFTWARE will function without interruptions or errors.
- 8. EMM shall in no case be liable for indirect, consequential, incidental and punitive damages, regardless of the cause of the liability (including, without limitation, damages incurred as a result of the loss of profits or income, loss of privacy, loss of computer or software use, loss of commercial information or other financial losses) arising from this Agreement or the provided SOFTWARE, even in case EMM was informed about the possiblity that such damages might be incurred.





- 9. Should any provision contained in this Agreement become wholly or partly invalid, illegal or unenforceable, this shall be without prejudice to the validity, legality and enforceability of the remaining part of the Agreement. In such a case, and in the case of the invalidity, illegality or unenforceability of the entire Agreement, the Parties agree to replace the affected provisions with new provisions, which best correspond to the purpose of the affected provisions, or to conclude a new agreement, which best corresponds to the purpose of the original agreement.
- 10. This Agreement may only be changed, amended or supplemented in writing, based on an agreement of both Parties, or through a subsequent electronic Agreement.
- 11. The failure to enforce any of the provisions of this Agreement by EMM shall not operate as a waiver of any provisoin or right under this Agreement.
- 12. This Agreement shall be governed by the laws of the Slovak Republic
- 13. This Agreement becomes valid upon downolading the SOFTWARE. The SOFTWARE may contain the "time limitation" function, which will end or limit its functionality after the expiry of the validity term.
- 14. EMM shall have the right to terminate this Agreement at any time without prior notice in case of a material breach of this Agreement.
- 15. You express your consent to the terms of this Agreement by pressing the "I AGREE" button or by installing the SOFTWARE. By consenting to the terms, you confirm to have read this Agreement carefully and to approve of the terms thereof. Upon giving such consent, a contract between EMM, spol. s r.o. ("EMM") and the natural or juristic person, on whose computer the SINGLE SIGN ON (the "SOFTWARE") will be installed, is concluded.