Software License Agreement (SaaS Subscription)

Vendor-Favorable Form

This Software License Agreement ("Agreement") is made and entered into as of 15 January 2026 (the "Effective Date") by and between:

Licensor: PragueSoft s.r.o., a company incorporated under the laws of the Czech Republic, ID No. 092 11 771, with its registered office at Na Příkopě 14, 110 00 Prague 1, Czech Republic ("Licensor"); and

Licensee: Acme Analytics GmbH, a company incorporated under the laws of Germany, registration no. HRB 778899, with its principal office at Friedrichstraße 88, 10117 Berlin, Germany ("Licensee").

Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, Licensor develops, owns, and operates certain proprietary hosted software and related services;

WHEREAS, Licensee desires to access and use such software and services for its internal business purposes, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below or elsewhere in this Agreement.

Term	Meaning
"Affiliate"	Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests or the power to direct management.
"Agreement"	This Software License Agreement, including all Exhibits and Order Forms incorporated by reference.

Term	Meaning
"Authorized User"	An individual employee of Licensee (or of its Affiliate expressly identified in an Order Form) who is authorized by Licensee to access and use the Software, and for whom Licensee has paid the applicable Subscription Fees.
"Business Day"	A day other than Saturday, Sunday, or a public holiday in the Czech Republic.
"Confidential Information"	All non-public information disclosed by a Party that is designated as confidential or that reasonably should be understood to be confidential, including business, technical, and financial information and the Software.
"Customer Data"	Data and content submitted to the Software by or on behalf of Licensee, including outputs generated from such data, but excluding Licensor Materials.
"Documentation"	Licensor's user guides, technical documentation, online help files, release notes, and usage policies made available by Licensor for the Software.
"Fees"	Any fees payable by Licensee to Licensor, including Subscription Fees, Implementation Fees, and any overage or additional service fees.
"Implementation Services"	Configuration, onboarding, training, or other professional services described in an Order Form or Exhibit.
"Intellectual Property Rights"	All intellectual property and proprietary rights, including copyrights, patents, trade secrets, database rights, and moral rights.
"Order Form"	A written order form, statement of work, or online order accepted by Licensor that references this Agreement and describes the commercial terms for the Software.
"Security Incident"	A confirmed breach of Licensor's security leading to unauthorized access to Customer Data stored in the Software environment.
"Software"	Licensor's proprietary hosted software platform currently branded as "PragueSoft RiskDesk", including related modules listed in the applicable Order Form, as updated by Licensor from time to time.
"Subscription Term"	The period during which Authorized Users are permitted to access the Software, as set forth in the applicable Order Form.
"Subscription Fees"	Recurring fees payable for access to the Software during the Subscription Term.

Term	Meaning
"Support"	Standard technical support for the Software as described in Exhibit C.
"Third-Party Services"	Third-party applications, services, or data sources that may interoperate with the Software.
"Usage Policies"	Licensor's acceptable use, security, and other policies applicable to the Software, as updated by Licensor from time to time and made available to Licensee.
"VAT"	Value added tax or similar sales tax.

2. Grant of License; Access to the Software

Subject to Licensee's timely payment of all Fees and continuous compliance with this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to permit Authorized Users to access and use the Software solely for Licensee's internal business purposes in the European Economic Area.

2.1 Provision of Access.

The Software is provided as a hosted service. Licensor will provision access credentials to Licensee's designated administrator(s). Licensee is responsible for maintaining the confidentiality of all credentials and for all activities conducted under such credentials.

2.2 Trial or Beta Features.

Licensor may, at its sole discretion, offer optional trial, preview, or beta features. Such features are provided "as is", may be modified or withdrawn at any time, and are excluded from any service level commitments and warranties.

3. Fees; Invoicing; Payment

Licensee shall pay the Fees set forth in the applicable Order Form(s) and Exhibit B. All Fees are non-cancelable and non-refundable except as expressly stated in this Agreement.

3.1 Invoicing and Payment Terms.

Licensor will invoice Subscription Fees monthly in advance unless otherwise stated in an Order Form. Licensee shall pay all undisputed amounts within fourteen (14) days of the invoice date by bank transfer to the account designated by Licensor. Late payments accrue interest at 0.05% per day or the maximum rate permitted by applicable law, whichever is lower, plus reasonable collection costs.

3.2 Taxes.

Fees are exclusive of VAT and any other taxes. Licensee is responsible for all taxes, duties, and levies applicable to the purchase of the Software (excluding taxes based on Licensor's net income). If withholding is required by law, Licensee shall gross up the payment so that Licensor receives the full amount invoiced.

3.3 Fee Adjustments.

Licensor may increase Subscription Fees upon renewal by (i) up to five percent (5%) per renewal year or (ii) the annual Czech consumer price index increase, whichever is greater, by providing written notice at least thirty (30) days prior to the renewal start date.

4. Scope of Use; Restrictions

Licensee may use the Software only within the scope explicitly granted in Section 2 and in the applicable Order Form.

4.1 User Limits.

Licensee may not exceed the number of Authorized Users purchased. Licensor may technically enforce user limits. Additional users, if allowed by Licensor, will be billed at the then-current overage rates.

4.2 Prohibited Uses.

Licensee shall not, and shall not permit any third party to:

- copy, modify, or create derivative works of the Software or Documentation;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas of the Software (except to the limited extent permitted by mandatory law);
- use the Software to develop, train, or improve any competing product or service, including by using outputs as training data for machine learning models not authorized by Licensor;
- perform or publish any benchmark, performance, or competitive analysis without Licensor's prior written consent;
- make the Software available to any third party, including on a service bureau, time-sharing, or outsourced basis;
- remove, alter, or obscure any proprietary notices or labels;
- upload malicious code or interfere with the integrity or performance of the Software; or
- use the Software in violation of the Usage Policies or applicable law.

4.3 Third-Party Services.

The Software may interoperate with Third-Party Services. Licensor does not control and is not responsible for Third-Party Services. Licensee's use of Third-Party Services is governed solely by the applicable third-party terms.

5. Customer Data; Data Protection

5.1 Customer Data Ownership.

As between the Parties, Licensee retains all rights in Customer Data. Licensee grants Licensor a worldwide, non-exclusive right to host, process, transmit, and display Customer Data solely to provide the Software and Support, and as otherwise permitted by this Agreement.

5.2 Data Protection.

To the extent Licensor processes personal data on behalf of Licensee, the Parties agree to the data protection terms in Exhibit D (Data Processing Addendum), which are incorporated by reference. In the event of conflict between Exhibit D and this Agreement on data protection matters, Exhibit D will control.

5.3 Security Measures; Incidents.

Licensor will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data. Licensor will notify Licensee without undue delay after becoming aware of a Security Incident and will provide information reasonably required for Licensee to meet its legal obligations.

6. Support; Maintenance; Changes

Support is provided in accordance with Exhibit C. Licensor may perform scheduled maintenance and may update the Software from time to time.

6.1 Updates.

Licensor may deploy Updates at its sole discretion. Updates may include bug fixes, patches, and new features. Licensor may discontinue any feature that is not material to the core functionality of the Software.

6.2 Suspension.

Licensor may suspend access to the Software immediately if: (i) Licensee's use poses a security risk to the Software; (ii) Licensee materially breaches Section 4; or (iii) Licensee fails to pay undisputed Fees within ten (10) days after receiving notice of late payment. Licensor will use reasonable efforts to provide notice and to limit the suspension to the minimum necessary scope and duration.

7. Intellectual Property; Feedback

Licensor and its licensors retain all right, title, and interest in and to the Software, Documentation, and all related Intellectual Property Rights. No rights are granted except as expressly stated.

7.1 Feedback.

If Licensee provides ideas, suggestions, or feedback regarding the Software ("Feedback"), Licensee grants Licensor a perpetual, irrevocable, royalty-free right to use and incorporate such Feedback without restriction or obligation.

8. Confidentiality

Each Party may disclose Confidential Information to the other in connection with this Agreement. The receiving Party will: (i) protect the disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information (and no less than reasonable care); (ii) use it only to perform under this Agreement; and (iii) not disclose it except to its employees and contractors who have a need to know and are bound by confidentiality obligations at least as protective as those herein. The receiving Party is responsible for any breach of this Section by its representatives.

8.1 Exclusions.

Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes public through no fault of the receiving Party; (b) was known to the receiving Party without restriction prior to disclosure; (c) is independently developed without use of the disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party without breach of confidentiality.

8.2 Compelled Disclosure.

If the receiving Party is required by law or court order to disclose Confidential Information, it may do so provided it gives prompt notice (to the extent legally permitted) and cooperates with the disclosing Party's reasonable efforts to seek protective treatment.

9. Warranties; Disclaimers

9.1 Limited Warranty.

Licensor warrants that during the Subscription Term the Software will materially conform to the Documentation in normal use. Licensee's exclusive remedy for breach of this warranty is for Licensor to use commercially reasonable efforts to correct the non-conformity. If Licensor determines such correction is not commercially reasonable, Licensor may terminate the affected Subscription Term and refund any prepaid Subscription Fees for the terminated portion.

9.2 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SUPPORT, AND ANY IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". LICENSOR AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

9.3 Customer Data; Compliance.

Licensee is solely responsible for the accuracy, quality, and legality of Customer Data and for obtaining all rights and consents required to submit Customer Data to the Software. Licensee is responsible for determining whether use of the Software complies with its legal and regulatory obligations.

10. Indemnification

10.1 IP Infringement Indemnity.

Licensor will defend Licensee against any third-party claim alleging that the unmodified Software, when used as authorized in the EEA, infringes such third party's copyright or registered patent (an "IP Claim"), and will pay damages finally awarded by a court of competent jurisdiction or amounts agreed in settlement, provided that Licensee (i) promptly notifies Licensor in writing of the IP Claim; (ii) allows Licensor sole control of the defense and settlement; and (iii) provides reasonable cooperation at

Licensor's expense. Licensor will not settle any IP Claim in a manner that admits fault or imposes obligations on Licensee without Licensee's prior written consent (not to be unreasonably withheld).

10.2 Exclusions.

Licensor has no obligation for any IP Claim arising from: (a) Customer Data or Third-Party Services; (b) modification of the Software not performed by Licensor; (c) combination with products not provided by Licensor; (d) use outside the scope of this Agreement; or (e) continued use after Licensor provides a non-infringing replacement or workaround.

10.3 Mitigation.

If Licensor reasonably believes the Software may become the subject of an IP Claim, Licensor may, at its option: (i) procure the right for Licensee to continue using the Software; (ii) replace or modify the Software to be non-infringing; or (iii) terminate the affected Subscription Term and refund prepaid Subscription Fees for the terminated portion. This Section 10 states Licensor's entire liability and Licensee's sole and exclusive remedy for IP Claims.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.1 Liability Cap.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.2 Exceptions.

The limitations in this Section 11 do not exclude liability that cannot be excluded under mandatory law, including liability for intentional misconduct or gross negligence.

12. Term; Renewal

12.1 Initial Term.

This Agreement begins on the Effective Date and continues for the initial Subscription Term set forth in the first Order Form (the "Initial Term").

12.2 Automatic Renewal (Vendor-Favorable).

Unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current Subscription Term, the Subscription Term will automatically renew for successive one (1) year periods under Licensor's then-current terms and pricing (subject to Section 3.3).

13. Termination

13.1 Termination for Cause.

Either Party may terminate this Agreement or an Order Form upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice (ten (10) days for non-payment).

13.2 Immediate Termination.

Licensor may terminate this Agreement immediately upon notice if Licensee breaches Section 4 (Scope of Use; Restrictions) or infringes Licensor's Intellectual Property Rights.

13.3 Effect of Termination.

Upon termination or expiration: (i) Licensee's right to access and use the Software ends; (ii) Licensee will promptly cease use and delete all copies of Documentation; and (iii) upon request, Licensor will make Customer Data available for export for thirty (30) days, after which Licensor may delete Customer Data unless legally prohibited. Sections that by their nature should survive will survive, including Sections 7, 8, 9.2, 11, 13.3, and 14.

14. Miscellaneous

14.1 Governing Law; Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, excluding its conflict of laws rules. The courts of the Czech Republic located in Prague shall have exclusive jurisdiction to resolve any dispute arising out of or relating to this Agreement.

14.2 Notices.

Notices under this Agreement must be in writing and delivered by (i) hand delivery, (ii) registered mail, or (iii) email with confirmation of receipt, to the addresses set forth above (or such other address a Party designates by notice). Notices are deemed received: on delivery if by hand; three (3) Business Days after posting if by mail; and on the next Business Day after sending if by email (provided that no delivery failure notice is received).

14.3 Assignment.

Licensee may not assign or transfer this Agreement without Licensor's prior written consent. Licensor may assign this Agreement to any Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, without Licensee's consent.

14.4 Force Majeure.

Neither Party will be liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, labor disputes, internet outages, or governmental actions, provided that the affected Party uses reasonable efforts to mitigate.

14.5 Entire Agreement; Order of Precedence.

This Agreement, together with all Order Forms and Exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements regarding its subject matter. In the event of conflict, the following order of precedence applies: (1) Order Form; (2) Exhibit D (Data Processing Addendum) for data protection matters; (3) other Exhibits; (4) the main body of this Agreement.

14.6 Severability; Waiver.

If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force. A waiver must be in writing and applies only to the specific instance.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

LICENSOR: PragueSoft s.r.o. By: _____ Name: Jan Novák Title: Managing Director Date: _____	LICENSEE: Acme Analytics GmbH By: _____ Name: Laura Schmidt Title: Director, Procurement Date: _____
Address for Notices: Na Příkopě 14 110 00 Prague 1 Czech Republic Email: legal@praguesoft.example	Address for Notices: Friedrichstraße 88 10117 Berlin Germany Email: legal@acme-analytics.example

Exhibit A – Software and Service Description

1. Overview. PragueSoft RiskDesk is a hosted analytics and workflow platform designed to support enterprise risk and compliance teams. The Software provides configurable dashboards, rule-based notifications, reporting exports, and an API for system integration.

2. Included Modules (unless otherwise specified in an Order Form):

- Core Dashboard and Reporting
- Data Ingestion API (REST)
- Role-Based Access Control
- Audit Log Viewer
- Scheduled Export Jobs (CSV, XLSX)

3. Service Environment. The Software is hosted in the European Union on a reputable cloud infrastructure provider selected by Licensor. Licensor may change hosting providers and regions within the EEA without notice provided that it maintains materially equivalent security measures.

4. Usage Policies. Licensee must comply with Licensor's Usage Policies as updated from time to time. Material changes will be communicated via the Software notice center or email.

Exhibit B – Fees and Payment Schedule

The following commercial terms apply unless replaced by an Order Form signed by both Parties.

Item	Metric	Price (EUR)	Billing
Subscription – Standard Plan	Up to 50 Authorized Users	2,500 per month	Monthly in advance
Additional Authorized User (Overage)	Per user above included limit	45 per user/month	Monthly in arrears
Implementation Fee	One-time onboarding & configuration	8,000 one-time	Due within 30 days of Effective Date
Premium Support (optional)	Named technical account manager	700 per month	Monthly in advance

Payment Method. Bank transfer only. All bank fees are borne by Licensee.

Exhibit C – Support and Service Levels

1. Support Hours. Standard Support is provided Monday to Friday, 9:00–17:00 Central European Time, excluding Czech public holidays.

2. Contact. Support requests must be submitted via the support portal or by email to support@praguesoft.example.

3. Severity Levels and Response Targets.

Severity	Definition	Initial Response	Target Workaround
S1 – Critical	Production outage or material security issue with no workaround	4 business hours	2 business days (commercially reasonable)
S2 – High	Major functionality impaired with workaround available	1 business day	5 business days
S3 – Medium	Non-critical defect or degraded performance	2 business days	Next scheduled release
S4 – Low	General question or minor issue	3 business days	As agreed

4. Uptime. Licensor targets 99.5% monthly availability excluding scheduled maintenance. This is a target, not a warranty.

5. Service Credits. As Licensee's sole remedy for availability falling below 99.0% in a calendar month, Licensee may request a credit equal to 5% of the Subscription Fees for that month. Total credits will not exceed 10% of the monthly Subscription Fees. Credits are applied to future invoices and are not refunds.

Exhibit D – Data Processing Addendum (DPA)

This Exhibit D applies only to the extent Licensor processes personal data on behalf of Licensee in connection with the Software.

1. Roles. Licensee is the controller (or business) and Licensor is the processor (or service provider) for personal data processed under this Agreement.

2. Processing Instructions. Licensor will process personal data only on documented instructions from Licensee as set forth in this Agreement, including to provide the Software and Support.

3. Subprocessors. Licensee authorizes Licensor to engage subprocessors for hosting and support. Licensor will maintain a list of subprocessors and will provide notice of material changes. Licensee's sole remedy for objections is to terminate the affected services within thirty (30) days of notice.

4. Security. Licensor will implement appropriate technical and organizational measures to protect personal data, including access controls, encryption in transit, and logging.

5. Data Subject Requests. To the extent legally permitted and technically feasible, Licensor will assist Licensee in responding to data subject requests by providing available self-service features or reasonable cooperation at Licensee's expense.

6. International Transfers. If personal data is transferred outside the EEA, the Parties will rely on an appropriate transfer mechanism such as standard contractual clauses.

7. Termination. Upon termination, Licensor will return or delete personal data as described in Section 13.3, unless retention is required by law.

8. Liability. The liability limitations in Section 11 apply to this DPA to the maximum extent permitted by law.

Exhibit E – Order Form (Sample)

Order Form No.: OF-2026-001

Software: PragueSoft RiskDesk – Standard Plan

Authorized Users: 50

Subscription Term: 12 months starting on the Effective Date

Subscription Fees: EUR 2,500 per month, billed monthly in advance

Implementation Fee: EUR 8,000 one-time

Renewal: Automatic renewal per Section 12.2 unless non-renewal notice provided at least 60 days before end of term