IMPORTANT: Please read these General Terms and Conditions set out below carefully prior to registering on the Website, downloading, installing, copying or using the Software. BY REGISTERING ON THE WEBSITE, DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE YOU ARE EXPRESSING YOUR CONSENT TO THESE GENERAL TERMS AND CONDITIONS.

1.   INTRODUCTORY PROVISIONS

1.1.   These General Terms and Conditions (the "**Terms**") are executed by and between **UltimateSuite, s.r.o.**, with its registered office at K Hradišťátku 807, 252 41 Dolní Břežany, the Czech Republic, corporate ID: 088 01 908, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 325625 ("**Vendor**") and you, a natural person acting as an entrepreneur or a legal entity (the "**you**" or the "**Client**"). Consumers are not eligible to conclude these Terms.

1.2.   These Terms govern the use of the Software defined in Article 3 and the Content as defined in Article 1.7. available through the Client's Account defined in Article 1.5. of these Terms provided by the Vendor. Please read these Terms carefully before you start using the Software or the Client's Account as they govern all rights and obligations arising in connection with the use of both the Software and the Content available through the Website as well as other related legal relations.

1.3.   For the avoidance of any doubt, these Terms apply also to i) any user of the Software or the Content (i.e. a natural person or a legal entity) acting on the side of the Client as its employee or representative; and ii) any other entity or person that in any matter, legally or illegally, download, install, copy or use the Software or the Content although not being considered as the Client (jointly the "**Users**").

1.4.   By accepting these Terms you confirm that you have made yourself familiar with this version of these Terms, and that you understand their content. At the moment of acceptance of these Terms, you enter into the contract between you and the Vendor on limited use of the Software and the Content under conditions stated herein (the "**Contract**").

1.5.   The use of the Software is subject to registration on the website www.ultimaterpa.cz or www.ultimaterpa.com (the "**Website**") and/or relevant registration webpages hosted on the Website by creating a client's account (the "**Client's Account**"), acceptance of these Terms and fulfilment of other conditions stipulated in these Terms. If you accept these Terms as a representative of a legal entity, you confirm that you have the authority and permission to enter into these Terms on behalf of the entity you represent.

1.6.   The Client hereby takes into account that both the Software and the Content **are intended for business and/or business related purposes only** and not for personal use and the Client declares that he will use both the Software and the Content solely for its business activities and/or in connection therewith and shall ensure that all Users authorised to access the Software or the Content by the Client will use both the Software and the Content solely within the business activities of the Client and/or in connection therewith and will comply with these Terms and the Contract. A failure to comply with the aforesaid provision constitutes a breach of the Contract, which allows the Vendor to exercise all remedies stipulated in these Terms while precluding any liability of the Vendor in connection with the Client's or the User's use of both the Software and the Content whatsoever.

1.7.   After creating the Client's Account, you can access the content available on the Website and its sub-domains and webpages (the "**Portals**") through the Client's Account (the "**Content**"), you can download the Software from the Website, request the Licence as defined in clause 8 of these Terms and pay the Licence Fee as defined below (for the Commercial Use only). Afterwards you will be provided with a licence key to limited use of the Software (the "**Licence Key**") by the Vendor, or you may run the Ultimate RPA Management Console without License Key (subject to the conditions defined below). The Licence Key for Commercial use of the Software may be obtained (i) directly from the Vendor (the "**Direct Purchase**") or (ii) through a third party that is authorised by the Vendor to distribute Licence Keys (the "**Partner Purchase**"). In the case of the Partner Purchase, obtaining of the Licence Key may also be subject to separate terms and conditions concluded between the Client and the respective third

party, whereas the Client accepts that the Vendor does not have any control over such terms and/or their fulfilment by the respective third party and the Vendor bears no liability whatsoever in connection therewith.

1.8. The Vendor is entitled to unilaterally change or amend these Terms at any time at its sole discretion. The most up-to-date version of the Terms is published on the Website. The new version of the Terms (the "**New Terms**") becomes effective upon its publication on the Website. Clients will be notified of any changes to these Terms via e-mail.

1.9. If the Client does not agree with the New Terms, the Client is entitled to terminate its use of both the Software and the Content together with the Contract within a period of thirty (30) days commencing on the day on which the notification of the change of the Terms was delivered to the Client via e-mail. During this period, the Client is bound by the previous version of the Terms agreed by the Client.

2. ACCEPTANCE OF THE TERMS

2.1. By clicking on the "I Accept the General Terms and Conditions" option or by installing, downloading, copying or using the Software, you agree to the Terms. If you disagree with any of the provisions of these Terms, you shall immediately cancel the download or installation of the Software and any use thereof and stop using the Content.

2.2. By using the Software or the Content, you agree and acknowledge that you have read these Terms, understand them and agree to be bound by all of their provisions.

3. SOFTWARE

3.1. As used in these Terms the term "**Software**" means: (I) programs UltimateRPA Robot, UltimateRPA Scheduler, UltimateRPA Inspector, UltimateRPA Tutorial Launcher and UltimateRPA Lock including the source code and/or the object code of the Software (hereinafter referred to collectively as the "**UltimateRPA Tools**") and UltimateRPA Management Console (hereinafter referred to as the "**Management Console**"); (ii) all the contents of e-mails and any attachments, or other media with which these Terms are provided; (iii) any related explanatory written materials and any other possible documentation related to the Software, above all any description of the Software, its specifications, any description of the Software properties or operation, any description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of how to use the Software (the "**Documentation**"); (iv) copies of the Software, patches for possible errors in the Software, additions to the Software, extensions to the Software, modified versions of the Software and updates of Software components, if any, licenced to you by the Vendor pursuant to Article 8 of these Terms.

3.2. The Software, or rather its individual programs, also include the source codes and/or the object codes. Furthermore, the Software also incorporates programs serving to install and uninstall the UltimateRPA Tools and the Management Console.

4. CREATION OF THE CLIENT'S ACCOUNT

4.1. The use of both the Software and the Content by the Client is subject to the creation of the Client's Account. Each Client shall create its own Client's Account through the registration form available on the Website.

4.2. The Client is obliged to ensure that all information and data provided during the creation of the Client's Account and throughout their entire use of the Website are correct. The Vendor will consider the Client's information and data to be correct and up-to-date and the Client bears full liability for any inaccuracy or incorrectness of the information and data provided.

4.3. Access to the Client's Account is protected by a unique login (username) and password. The Client's Account allows the Client to use the Software and the Content, the Client is therefore obliged to protect its login and password against any misuse. The Vendor shall not be responsible for any misuse of the Client's Account, or for any damages, detriment or claims of third parties arising from such misuse.

4.4. The Client's Account (including any information entered) is not the subject of any ownership rights of the Client. The Client acknowledges that the Vendor is entitled to cancel the Client's Account, if the Client violates the applicable law, these Terms, the Contract or the Vendor's

instruction on the use of the Software or the Content. If the Client's Account is cancelled, any information of the Client will be marked as deleted and may be completely erased from the Website.

5.   COMMERCIAL AND NON-COMMERCIAL USE OF THE SOFTWARE

5.1.   Non-Commercial Use of the Software shall mean the use of the Software for free solely for the purpose of demonstration, development of Software-based solutions, implementation or testing of the Software or any Software-based solutions before being put in productive use (the "**Non-Commercial Use**"). Any use of Non-Commercial version of the Software for a commercial purposes is forbidden. The Client may decide to use the installed Software for other than purposes stated above, but in such a case the Client is obliged obtain Licence key for the Commercial Use of the Software as defined below and comply with all the provisions hereof regarding the Commercial Use of the Software or otherwise discontinue using the Software. For the Non-Commercial Use, an authorisation by the Vendor through the Vendor's server is required every time when running the Software. The Vendor decides on each authorisation separately at its sole discretion and may decide not to grant the above authorisation to the Client also within the term of the Licence according to Article 8.1 c) of these Terms without any need to justify its decision. No verification of the Vendor shall be required for using the Management Console in case of the Non-Commercial use.

5.2.   Commercial Use of the Software shall mean any use of the Software, which does not fall within the Non-Commercial Use (the "**Commercial Use**"). The Commercial Use is subject to presentation of a valid Licence Key. The Client hereby acknowledges that the Vendor is entitled to suspend or terminate validity of any relevant Licence Key, if respective payment for the Licence Key is not received by the Vendor from the Client or from the respective authorised third party.

6.   TERMS OF PAYMENT

6.1.   This Article 6 only applies to Direct Purchases.

6.2.   For the Commercial Use of the Software the Client agrees to pay a licence fee for the Software(the "**Licence Fee**") to the Vendor.

6.3.   The payment of the Licence Fee shall be deemed to be made on the day when such payment is credited to the Vendor's bank account.

6.4.   The Client may choose one of the applicable payment methods, bank transfer to the bank account specified by the Vendor or online payment through the Website, if the online payment method is available through the Website.

6.5.   The Client shall indemnify the Vendor for any costs and expenses connected with the use of any collection agencies, attorneys, or courts of law by the Vendor to enforce or collect any due payments or other monetary obligations of the Client. The Client shall bear all taxes and fees imposed on the Software in the territory where the Software was provided, including but not limited to withholding tax etc. The Client shall also bear all bank fees connected with any payments provided hereunder.

7.   INSTALLATION

7.1.   The Software downloaded from the Website requires being properly installed and configured by the Client.

7.2.   Upon creating the Client's Account, you can download the Software from the Website and i) send a request to the Vendor for the provision of the Licence Key and pay the Licence Fee (for the Commercial Use only) or alternatively ii) obtain the Licence Key via Partner Purchase. The Vendor will provide you with the Licence Key via e-mail registered in the Client's Account subject to your acceptance of these Terms. In the case of the Management Console the tool can be also run by the button "Continue with license for non-commercial use".

7.3.   You must install the Software on a correctly configured computer, complying at least with the requirements set out in the Documentation. The installation methodology is described in the Documentation. No computer programs or hardware, which could have an adverse effect on the Software may be installed on the computer on which you install the Software.

GENERAL TERMS AND CONDITIONS

8. LICENCE

8.1. Subject to the condition that you have i) agreed to these Terms, ii) paid the Licence Fee or presented a valid Licence Key as foreseen by the Article 5.2 in case of the Commercial Use of the Software and iii) you comply with all the terms and conditions stipulated herein, the Vendor shall grant you the following rights (the "**Licence**"):

a) Installation and use: you shall have the non-exclusive, non-transferable and non-assignable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, run, store and display the Software.

b) Stipulation of the number of Licences:

a) UltimateRPA Tools - the right to use the UltimateRPA Tools for the Commercial Use shall be bound by the number of Licences for which the Client obtained a valid Licence Key as foreseen by the Article 5.2. One Licence shall be taken to refer to one installation of the UltimateRPA Tools on one end-user device of the Client (the term end-user device includes, for example, one physical or virtual PC, one terminal server session, etc.). The total number of end-user devices on which the Software with the Client's Licence Key is installed must not exceed the number of the Licenses purchased by the Client.

b) Management Console - the right to use the Management Console for the Commercial Use is intended for one server in the production environment and one server in the testing environment for the purpose of verifying the employment of the new Management Console versions in the Client's production environment.

c) Term and territory of the Licence: your right to use the Software shall be for a world-wide use and time-limited for a period of one (1) year from i) validity start date of the Licence Key valid for one year and obtained by the Client as foreseen by the Article 5.2 in case of the Commercial Use; or ii) receipt of the request of the Client addressed to the Vendor for the provision of the Licence Key in case of the Non-Commercial Use.

d) The Licence for the Non-Commercial Use: the Licence to use the Software for the Non-Commercial Use is granted by the Vendor for free and must only be used for the purposes defined in Article 5.1 of these Terms.

e) The Licence for the Commercial Use: the Licence to use the Software for the Commercial Use is granted by the Vendor after the presentation of a valid Licence Key as foreseen by the Article 5.2.

f) Termination of the Licence: the Licence shall terminate automatically at the end of the period for which it was granted according to Article 8.1 c) of these Terms. If you fail to comply with any of the provisions of these Terms or the Contract, the Vendor shall be entitled to withdraw from the Contract with immediate effect, without prejudice to any entitlement or legal remedy open to the Vendor in such eventualities. In the event of withdrawal from the Contract, the Licence terminates and you must immediately delete, destroy or return at your own cost, the Software and all backup copies of the Software. The Client is not entitled to seek reimbursement of any costs, fees including the Licence Fee paid or its part in case of withdrawal of the Vendor from the Contract according to this Article 8.1. f).

9. CONNECTION TO THE INTERNET

9.1. The Non-Commercial Use of the UltimateRPA Tools requires connections to the Vendor's servers on the Internet. Only data concerning the Licence, the Software itself or data necessary for connecting with the Vendor's servers will be transferred to the Vendor's servers. In particular, no personal data, passwords, content created or owned by the Users or the Client will be transferred for the above purpose.

9.2. The Vendor reserves the right to also make the Commercial Use of the Software subject to connection to the Vendor's servers on the Internet anytime in the future.

10. RIGHTS AND OBLIGATIONS

10.1. You must exercise the Client's rights in person or via your employees or representatives. You are only obliged to use the UltimateRPA Tools to automate the Client's processes on those end-user devices of the Client for which you have obtained a Licence. The Management Console

may be used for the purpose of processing, making assessment of the data detected by way of the UltimateRPA Tools and making it available to the Users, with the Client being only entitled to operate the Management Console for the Commercial Use on the servers for which the Client has obtained the License.

10.2. You acknowledge that the Software, the Content, the Website, the Vendor's servers (for the Non-Commercial Use only) and the Client's Account may not be constantly available, due mainly to the necessary maintenance of the Vendor's hardware and software, or due to maintenance of the hardware and software of third parties. The Vendor shall not be liable for any damages or detriment resulting from the unavailability of the Software, the Content, the Website, the Vendor's servers or the Client's Account.

10.3. The Client grants the Vendor a non-exclusive, worldwide and royalty-free licence to use the Client's trademarks and logos to provide the Software to other Users together with the name of the Client and its logo as a reference for the purpose of presenting the Vendor's experience. All rights to the content created or used by the Users through the Software (the "**Client's Content**") not expressly granted to the Vendor herein are reserved to the Client. The Vendor acknowledges that the Client retains the right to use the Client's Content for any purpose at the Client's sole discretion, subject to compliance with the Contract, these Terms and applicable laws.

10.4. The Client shall be fully responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all the Client's Content and bears the liability, risks and/or expenses connected thereto. The Client is fully responsible for acquiring, installing and maintaining all equipment, hardware, software and other equipment necessary to access and use the Software or the Content; the Client also bears any and all costs connected thereto.

10.5. The Client shall be solely responsible for properly installing, using and configuring both the Software and the Content and bears any and all costs connected thereto.

11. RESTRICTIONS TO RIGHTS

11.1. You may not copy, distribute, modify, extract components or make derivative work of the Software or the Content, unless expressly allowed by these Terms. When using the Software or the Content you are required to comply with the following restrictions, except to the extent these restrictions are expressly prohibited by law:

a) You may make one copy of the Software on a permanent storage medium as an archival back-up copy, provided your archival back-up copy is not installed or used on any computer. Any other copies you make of the Software shall constitute a breach of these Terms and the Contract, unless expressly stated otherwise herein.

b) You may not use, modify, translate or reproduce the Software or the Content or transfer rights to use the Software or the Content or copies of the Software or the Content in any manner other than as provided for in these Terms.

c) You may not sell, sub-licence, lease or rent or borrow the Software or the Content or provide the Software, the Content or allow the use thereof to any third person.

d) You may not reverse engineer, reverse compile or disassemble the Software or the Content or otherwise attempt to discover the source code of the Software or the Content, except to the extent that this restriction is expressly prohibited by law.

e) You agree that you will only use both the Software and the Content in a manner that complies with all applicable laws in the jurisdiction in which you use both the Software and the Content, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

12. DATA PROTECTION

12.1. The processing of personal data by the Vendor is governed by the General Data Protection Regulation (EU) (2016/679) and the Czech Act no. 110/2019 Coll., on processing of personal data.

12.2. Processing of personal data and the protection of personal data is described in the Privacy Policy https://www.ultimaterpa.com/privacy-policy/.

13. INTELLECTUAL PROPERTY

13.1. The Vendor retains any and all rights to both the Content and the Software and their content, including products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical materials or information made available to the Users by the Vendor in providing both the Software and the Content or by allowing access to the Client's Account. Those rights are protected by international treaty provisions and by all other applicable national laws of the country in which the Software or the Content is being used. Unless expressly set forth herein, no express or implied licence or right of any kind is granted to the Client or the Users regarding the Client's Account or the Software, or the Content, or any part thereof, including any right to obtain possession of any source code and object code, data or other technical material relating to the Software or the Content. All rights not expressly granted to the Client herein are reserved to the Vendor. Any work product, developments, inventions, technology or materials provided by the Vendor under the Contract or while using the Client's Account or the Software are exclusively owned by the Vendor.

13.2. The structure, organisation and source code and object code of both the Software and the Content are the Vendor's valuable trade secrets and confidential information. You must not copy the Software or the Content, except as expressly allowed by these Terms. Any copies which you are permitted to make pursuant to these Terms must contain the same copyright and other proprietary notices that appear on the Software or the Content. If you reverse engineer, reverse compile, disassemble or otherwise attempt to discover the source code of the Software or the Content, in breach of the provisions of these Terms, you hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by the Vendor in full, from the moment such information comes into being, notwithstanding the Vendor's rights in relation to the breach of these Terms.

13.3. The Vendor, at its sole discretion, may use all comments and suggestions, whether written or oral, provided by the Client to the Vendor in connection with the use of the Client's Account (such as comments, suggestions or opinions, collectively "**Customer Feedback**"). The Client hereby grants the Vendor a worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence to publish and incorporate the Customer Feedback into the Website or the Portals and to otherwise use the Customer Feedback in order to develop and modify the Software.

13.4. The Client acknowledges that "ultimaterpa" forms a word trademark owned and registered by the Vendor. Nothing in these Terms shall be construed or interpreted as the granting of any right to use the "ultimaterpa" trademark or any other trademark or designation (e.g. "UltimateRPA") owned by the Vendor.

14. RESERVATION OF RIGHTS

14.1. The Vendor hereby reserves all rights to both the Software and the Content, with the exception of rights expressly granted under the provisions of these Terms to you as the Client.

15. FAIR USAGE

15.1. The Vendor provides both the Software and the Content under the name of the UltimateRPA, which may be used in particular for the purposes of back-office departments, for financial or administrative processes. You understand that access to the Client's Account and the use of both the Software and the Content may be restricted or denied if you are found to be in violation of any provision of these Terms.

15.2. The Client agrees not to attempt to access the Software or the Content by any means that are inconsistent with these Terms, nor to engage in any activity that interferes with or disrupts the Software or infringes on Software's and/or a third party's intellectual property or other rights. The Client hereby agrees to ensure that any User acting on the side of the Client will use the Software and/or the Content and/or the Client's Account in accordance with these Terms and the Contract.

16. MULTIPLE LANGUAGE VERSIONS, DUAL MEDIA SOFTWARE, MULTIPLE COPIES

16.1. In the event that the Software supports multiple platforms or languages, or if you receive multiple copies of the Software, you may only use the Software for the number of computer systems and for the versions for which you obtained a Licence. You may not sell, rent, lease, sub-licence, lend or transfer versions or copies of the Software which you do not use.

17. COMMENCEMENT AND TERMINATION OF THE CONTRACT

17.1. The Contract is effective from the date you agree to these Terms. You may terminate the Contract at any time by permanently uninstalling, destroying and returning, at your own costs, both the Software and the Content, all back-up copies and all related materials provided by the Vendor or its business partners or by written notification sent to the Vendor. The Client is not entitled to seek reimbursement of any costs, fees including the paid Licence Fee or its part in case of early termination of the Contract by the Client. The Vendor is entitled to terminate the distribution of the Software or the Content i) after the term of the Licence as specified in Article 8.1 c) lapses with no entitlement of the Client for renewal of the License; or ii) in case the Vendor does not grant an authorisation to the Client for the Non-Commercial Use in accordance with Article 5.1 hereof. Irrespective of the manner of termination of the Contract, the provisions of Articles 8, 10, 11, 13, 14, 15, 16, 18 and 20 hereof and any other provision which is, by its nature, intended to survive the termination of the Contract, shall continue to apply for an unlimited period of time.

18. CLIENT DECLARATIONS

18.1. AS THE CLIENT YOU ACKNOWLEDGE THAT BOTH THE SOFTWARE AND THE CONTENT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER THE VENDOR, ITS AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ON ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY THE VENDOR OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR IN THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE OR THE CONTENT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

19. NO OTHER OBLIGATIONS

19.1. These Terms create no obligations on the part of the Vendor other than as specifically set forth herein.

20. LIMITATION OF LIABILITY

20.1. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IN NO EVENT SHALL THE VENDOR, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OR DETRIMENT OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, DELICT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SOFTWARE OR THE CONTENT, THE WEBSITE, THE CLIENT'S ACCOUNT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES OR DETRIMENT CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE VENDOR, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD (FORCE MAJEURE), COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO THE VENDOR'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE VENDOR, WHETHER IN CONTRACT, WARRANTY, TORT/DELICT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SOFTWARE OR THE CONTENT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THE VENDOR FOR ACCESS TO OR USE OF THE SOFTWARE OR THE CONTENT.

20.2. If the limitation of liability under the previous paragraph 20.1 of these Terms is not allowed in a certain jurisdiction, the Vendor's liability for damages or detriment in relation to the provision of both the Software and the Content in such a jurisdiction is limited to the amount of the Licence Fee paid by the Client for the provision of the Software for a term of one (1) year. You

hereby waive your right to compensation for any loss or damages or detriment above the limit stipulated in the preceding sentence.

20.3. To the extent that the exclusion or limitation of liability is expressly prohibited by law, nothing in these Terms shall exclude or limit the Vendor's liability (i) for damages or detriment caused by the Vendor intentionally or by gross negligence, (ii) for damages or detriment caused to a person's natural rights and (iii) any other liability for damage or detriment which may not be excluded or limited by applicable law.

21. CHANGE OF THE CLIENT'S DEVICE

21.1. The Client is not entitled to transfer, assign or otherwise dispose with the Licence granted by the Vendor. Unless contrary to these Terms, the Client can transfer the Software from one end-user device to another end-user device owned or controlled by the Client under the condition that the copy of the UltimateRPA Tools is permanently deleted from the original end-user device. But for the Management Console, unless contrary to these Terms, the Client can transfer the Management Console from one server to another server owned or controlled by the Client under the condition that the copy of the Management Console is permanently deleted from the original server.

22. VERIFICATION OF THE GENUINENESS OF THE SOFTWARE

22.1. The Client may demonstrate entitlement to use the Software through the Licence Key enabling the installation received by the Client.

23. EXPORT AND RE-EXPORT CONTROL

23.1. The Software, the Content, the Documentation or components thereof, including information about both the Software and the Content and also components thereof, might be subject to import and export controls under legal regulations, which may be issued by governments responsible for issue thereof under applicable law. You agree to comply strictly with all applicable import and export regulations and acknowledge that you have the responsibility to obtain all licences required to export, re-export, transfer or import both the Software and the Content.

24. NOTICES

24.1. All notices and return of both the Software and the Content and also of the Documentation must be delivered to the Vendor.

25. GENERAL PROVISIONS

25.1. Should any of the provisions of these Terms or of the Contract be invalid or unenforceable or impossible to implement, this shall not affect the validity of the other provisions of the Terms or the Contract, which shall remain valid and enforceable in accordance with the conditions stipulated therein.

25.2. These Terms together with the Contract constitute the entire agreement between the Vendor and you relating to both the Software and the Content and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to both the Software and the Content.

26. FINAL PROVISIONS

26.1. All information disclosed by the Vendor or the Client during the creation of the Client's Account and at the conclusion of the Contract shall be considered confidential and shall be treated as such. It is understood that the information disclosed for the purpose of public availability on the Website is not treated as confidential.

26.2. The legal relations between the Client and the Vendor shall be governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**").

26.3. These Terms form an integral part of the Contract. In case of any discrepancies between the Terms and the Contract, the Contract shall prevail.

26.4. The Client may not assign any rights or obligations arising from these Terms or the Contract without the prior written consent of the Vendor. The Client agrees to

26.4.1. Vendor's right to assign its rights to any Remuneration and other payments resulting from this Agreement to a third party without Client's prior consent, and

26.4.2. Vendor's right to assign its rights and obligations resulting from this Contract, or the Contract as a whole, to any third party without Client's prior consent.

26.5. The Client and the Vendor agree that provisions under Sections 1799 and 1800 of the Civil Code shall not apply.

26.6. All disputes arising out of or in connection with the use of the Software or the Content or related to violation, termination or nullity of these Terms shall be settled by the competent courts of the Czech Republic according to the registered office of the Vendor.