

## END USER LICENSE AGREEMENT

eM Client Software  
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Coldbath

Square

eM Client Software for Commercial and Non-commercial (free) use ("eM Client"), hereby grants Customer and Customer hereby accepts from eM Client, an indefinite, non-exclusive and non-transferable right to use the software products described in Section 1 below (the "Software") on the designated hardware described in Section 2 below (the "Designated Hardware"), subject to the terms and conditions specified below.

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a) Support Agreement: eM Client or its authorized representative will provide support for the Software during the Initial Support Term and each Additional Support term, if any. Support includes configuration assistance, how-tos, problem determinations, reasonable problem resolutions and automatic provisioning of software program temporary fixes. It also includes phone support during working

hours via email or other forms of communication. Support will entitle Customer to receive free updates during the Initial Maintenance Term and each Additional Maintenance Term, if any.

b) Support Terms: Upon expiration of the Initial Support Term, support can be purchased for a 12 month period (an "Additional Support Term"), and eM Client will invoice Customer. Upon expiration of any Additional Support Term, support will automatically renew for another 12 month Additional Support Term, and eM Client will invoice Customer unless eM Client or its authorized representatives are notified by Customer 60 days prior to the renewal date. If Customer allows support to lapse, Customer will not be entitled to subsequent support except at full fair market value. If Customer would like to renew the support contract, a new contract will be executed.

c) Free/Non-commercial License Support: Users of eM Client for Free/Non-Commercial use are entitled to use only community based support available at <http://www.emclient.com>

#### 5. MAINTENANCE:

a) Maintenance Agreement: eM Client will provide maintenance for the Software provided that the Customer has purchased the Maintenance agreement. Maintenance includes version upgrades and product enhancements.

b) Program Enhancements and Updates: During the first Maintenance Term and each Additional Maintenance Term, if any, eM Client or its authorized representative shall provide Customer, at no additional charge, with all upgrades and enhancements to the Software which are generally offered by eM Client. These would include (i) enhancements to the application, (ii) updates of the application due to Designated Hardware manufacturers releases (will be available to customer within 30 days of Designated Hardware manufacturer's announcement of their new release), and (iii) any special "fixes" that may be required in order for the software to operate in a specific business environment.

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a) Confidentiality: Customer acknowledges that the Software incorporates confidential and proprietary information developed or acquired by or licensed to eM Client. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Software, including (i) those taken by Customer to protect Customer's own confidential information and (ii) those which eM Client or its authorized representative may reasonably request from time to time. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b) Disclosure: If an unauthorized use or disclosure occurs within Customer's enterprise, Customer will immediately notify eM Client or its authorized representative and take, at Customer's expense, all steps which may be available to recover the Software and to prevent their subsequent unauthorized use or dissemination.

12. TERMINATION: Customer may terminate this Agreement, without right to refund, by notifying eM Client of such termination. eM Client may terminate this Agreement at will, or at any time if you violate its terms. Upon the termination of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Software and any related Updates from the Designated Hardware and all of Customer's other computer systems, storage media and other files, (ii) destroy the Software and all copies thereof and (iii) deliver to eM Client an affidavit which certifies that Customer has complied with these termination obligations. eM Client may terminate this Agreement, without refund obligation, if Customer breaches this Agreement and fails to cure such breach to eM Client's satisfaction within 30 days of eM Client's demand for cure.

13. SOFTWARE DEFECTS: During the term of this Agreement, eM Client's sole obligation regarding Software defects shall be limited to repair of any program which prevents normal use of the System at no cost to Customer. Customer shall give eM Client prompt notice of any alleged Software defect. eM Client will make every effort to correct the program defect within 30 days. eM Client's obligations shall be waived in the event of (i) any problem with data on disk files or tapes/cds have been caused by deficiencies in Designated Hardware or Designated Hardware manufacturer Products, or by improper handling or use by Customer, or (ii) an unauthorized alteration or revision to the System by Customer or its employees.

14. LEGAL FEES AND ENFORCEABILITY: If any action at law or inequity is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees. In the event any provision of this Agreement is held by any court to be invalid, void, or unenforceable by notion of law or inequity, the remaining provisions shall continue in full force and effect.

15. APPLICABLE LAWS: Claims arising under this Agreement shall be governed by the laws of Czech Republic.

16. MISCELLANEOUS - Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without eM Client's prior approval. All notices or approvals required or permitted under this Agreement must be given in writing. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by eM Client. This Agreement will bind Customer's successors-in-interest.