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YOU NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU CAN AGREE THEREWITH AND CONTINUE WITH THE SOFTWARE INSTALLATION AND PRODUCT USE.

THE SOFTWARE IS LICENSED, NOT SOLD BY US UNDER THE TERMS OF EULA AND THE ORDER. BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE ON BEHALF OF YOURSELF AND YOUR LEGAL ENTITY (IF APPLICABLE) TO BE BOUND BY THE TERMS OF THIS EULA WITH THE CZECH COMPANY LOGMANAGER A.S., CURRENT OR FUTURE SUBSIDIARIES, AND AFFILIATES AS THE CASE MAY BE the "**LICENSOR**," "**COMPANY**," "**WE**," "**US**, OR "**OUR**", AS WELL AS THE PRIVACY POLICY LOCATED AT <https://logmanager.com/en/legal/privacy> AND <https://doc.logmanager.com/introduction/customer-support>. All access to and use of the Product is subject to this EULA, the applicable <https://doc.logmanager.com/introduction/customer-support>, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this EULA by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Product and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this EULA and the Terms of Service, this EULA shall control.

THIS EULA CONTAINS A SECTION THAT AFFECTS YOUR RIGHTS UNDER THIS EULA WITH RESPECT TO ANY 'DISPUTE' (AS DEFINED IN SECTION 2.22 (GOVERNING LAW) BELOW) BETWEEN YOU AND THE COMPANY, AND REQUIRES YOU AND THE COMPANY TO RESOLVE DISPUTES EXCLUSIVELY IN A COMPETENT COURT HAVING ITS JURISDICTION BASED ON THE LICENSOR REGISTERED OFFICE AND BY USING THE SOFTWARE YOU AGREE TO THIS COURT JURISDICTION.

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR LEGAL ENTITY, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE AND DESTROY OR RETURN ALL COPIES OF THE SOFTWARE.

IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF YOURSELF IN YOUR INDIVIDUAL CAPACITY, THEN YOU ARE THE LICENSEE AND YOU MAYBE REFERRED TO HEREIN AS the "**LICENSEE**", "**YOU**", or "**YOUR**". IF YOU ARE AGREEING TO THIS EULA ON BEHALF OF THE LEGAL ENTITY (ACTING AS YOUR EMPLOYER OR ON A SIMILAR BASIS, YOU BEING ITS SHAREHOLDER OR DIRECTOR), THEN THE LEGAL ENTITY IS THE LICENSEE AND ANY REFERENCES TO THE "**LICENSEE**", "**YOU**", or "**YOUR**" WILL MEAN THE LEGAL ENTITY.

### **End User License Agreement (the "**EULA**")**

**WHEREAS**, Licensee has entered into an agreement with the Partner for the supply of the Product (as defined in the agreement between the Licensee and the Partner (the "**Contract**") and hereinafter), part of which (the Software and the Documentation) being licensed directly by the Licensor to the Licensee as defined herein and - where applicable – support of the Software being performed primarily by the Partner with the support of Logmanager, if needed, while the payments of such support will be charged to the Licensee by the Partner acting on behalf of Logmanager, if the support being provided by Logmanager and support of the Software (as defined hereinafter) by the Partner/Logmanager in cooperation with the Partner;

**WHEREAS**, the license has been granted hereby by the Licensor to the Licensee;

**NOW, THEREFORE, Licensee agrees that it has agreed to and is bound by the following terms:**

## **1. Introduction / definition**

- 1.1. **Affiliate** is any legal entity that directly or indirectly controls, is controlled by, or is under common control with you or us. For the purposes of this definition, “control” means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other equity interest in an entity.
- 1.2. **Applicable Laws** are national, federal, state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to data privacy and security in each applicable jurisdiction.
- 1.3. **Authorized User** is your employee or a third-party consultant or agent that you authorize to use the Product for your benefit in accordance with section 2.3 (Third Party Use).
- 1.4. **Documentation** is any technical instructions or materials describing the operation of the Software made available to you (electronically or otherwise) by us for use with the Product at: <https://doc.logmanager.com/>, expressly excluding any user blogs, reviews or forums.
- 1.5. **EULA** is the contractual agreement between the Licensor and the Licensee specifying the scope of the License (can be based on proposal or specified in purchase order).
- 1.6. **Hosted Services** is computer software program(s), content and related services provided by us on a software-as-a-service basis through computers we or our Affiliates or our respective contractors (including cloud infrastructure suppliers) control.
- 1.7. **Intellectual Property Rights** is any and all current and future (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of any of (a) to (e), in each case, in any jurisdiction throughout the world.
- 1.8. **Instance** (Instance) is a Software installation on virtual or physical hardware.
- 1.9. **Legal Entity** is a person or organization that can enter into contracts, and take part in legal action.
- 1.10. **License File** is technical means, governing the License Type scope for the Licensee and safeguarding the Licensor's rights. Software can be used with a valid License File only corresponding to the Model selected by the Licensee. License file allows the Software usage in the scope and in accordance with the provided Licence Type.
- 1.11. **Licensed Object** is any part of the Product that is subject to the intellectual property rights of the Licensor and that is handed over to the Licensee to be used in accordance with the terms of the EULA.
- 1.12. **Licensee** is the Legal Entity or individual receiving the license based on this EULA.
- 1.13. **Licensor** of the Product is the company Logmanager a.s., with the registered office at Zubatého 295/5, 150 00 Praha 5 - Smíchov.
- 1.14. **Location** is each physical location of the Licensee’s Legal Entity, which has been assigned its own address, i.e. city, street and number.
- 1.15. **Model** is a functionally separate part of the Software specified in the License Type (minimum one Model is needed to create the License Type).
- 1.16. **On-Premise Product(s)** is computer software program(s) provided to you to download, install and use on a computer(s) controlled directly or indirectly by you.
- 1.17. **Order** is a written or electronic order document entered into between you and us (or our Affiliate) for the Product. Unless an Order says something different, each Order will be governed by the terms of this EULA and include the name of the Product being licensed and any usage limitations, applicable fees, and any other details related to the transaction.
- 1.18. **Our Technology** is any software, code, tools, libraries, scripts, application programming interfaces, templates, algorithms, data science recipes (including any source code for data science recipes and any modifications to such source code), data science workflows, user interfaces, links, proprietary methods and systems, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material, information and works of authorship underlying or otherwise used to make available the Product, including, without limitation, all Intellectual Property Rights therein and thereto.

- 1.19. **Permitted Third Party** has the meaning given in section 2.3 (Third Party Use)
- 1.20. **Product** is Software and Documentation – On-Premise Product(s) or Hosted services as applicable, identified in an Order, and any Updates, and any add-ons to the Software that are necessary for the Instance and/or Test Instances.
- 1.21. **Software** is an information system for security event management including any extension thereof or ancillary software as for example <https://doc.logmanager.com/logmanager-forwarder/> or <https://doc.logmanager.com/logmanager-beats-agent/>, created by the Licensor under their business name and being licensed hereunder.
- 1.22. **Update** is any update, enhancement, error correction, modification or new release to the Product that we make available to you.
- 1.23. **Upgrade** is any new version of the Product, more fully featured, than the Software for which currently have a license through this EULA, as well as any purchase of additional license rights.

## 2. General License Terms, Restrictions and Order of Precedence.

- 2.1. **General License Terms.** The scope of license granted by us to you for the Product is set out in section 4 (Product Specific Terms).
- 2.2. **Authorized Users.** Anything your Authorized Users do or fail to do will be considered your act or omission, and you accept full responsibility for any such act or omission to the extent you would be liable if it were your act or omission.
- 2.3. **Third Party Use.** You may allow your agents, contractors and outsourcing service providers (each a “**Permitted Third Party**”) to use the Product(s) licensed to you hereunder solely for your benefit in accordance with the terms of this EULA and you are responsible for any such Permitted Third Party’s compliance with this EULA in such use. Any breach by any Permitted Third Party of the terms of this EULA will be considered your breach.
- 2.4. **Restrictions.** Except as otherwise expressly permitted in this EULA, you will not (and will not allow any of your Affiliates or any third party, incl. Authorized Users and Permitted Third Parties to)
  - 2.4.1. copy, modify, adapt, translate, or otherwise create derivative works of the Product, Documentation, or any software, services, or other technology of third party vendor(s) or hosting provider(s) that we or our Affiliate engage;
  - 2.4.2. disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover the source code or underlying structure, ideas, or algorithms of the Product except as expressly permitted by mandatory law in effect in the jurisdiction in which you are located;
  - 2.4.3. rent, lease, sell, distribute, pledge, assign, sublicense or otherwise transfer or encumber rights to the Product;
  - 2.4.4. make the Product available on a timesharing or service bureau basis or otherwise allow any third party to use or access the Product;
  - 2.4.5. remove or modify any proprietary notices, legends, or labels on the Software or Documentation;
  - 2.4.6. use or access the Product in a manner that: (i) violates any Applicable Laws; (ii) violates the rights of any third party; (iii) purports to subject us or our Affiliates to any other obligations; (iv) could be fraudulent; or (v) is not permitted under this EULA;

2.4.7. use the Product to develop, test, support or market products that are competitive with and/or provide similar functionality to the Product; or

2.4.8. permit your Affiliates to access or use the Product unless specifically authorized elsewhere in this EULA or the Order.

**2.5 Limitations on Evaluation or Trial Licenses.** If the Product is licensed to you on an evaluation or trial basis, then you may use the Product only for such purposes until the earlier of: (a) the end of the evaluation period specified in the Order, if not specified in the Order for a period of 14 days; or (b) the start date of a paid for license to the Product; or (c) termination in accordance with the terms of this EULA. For the avoidance of doubt, Evaluation/Trial License period may not be immediately followed by the start date of a paid license as there may be an interim period of up to several months before you decide to buy the paid license. If so specified in the Order, in the period between the Evaluation/Trial License period expiration and the paid license commencement, the Software may be able to collect the data, but these will become available to you only once the paid license is effective. Licensor reserves the right to ask for reasonable compensation for such period in addition to the license fee. You may not extend the evaluation period by uninstalling and re-installing the Product(s) or by any other means other than our written consent. You must not use the Product in a production environment. You will be required to pay for a license for the Product at our then applicable license price if you continue to use the Product, whether in a production or non-production environment, after the evaluation license expires or terminates, and the terms and conditions of the EULA in effect at that time will apply to your continued use of the Product. A Product licensed to you on an evaluation or trial basis may be subject to one or more usage limits specified in section 4 (Product Specific Terms), the Order or otherwise communicated at the time of delivery (including posting of such limits at the location where you download the Product for evaluation). We may, at our sole discretion, decide whether to offer any support for the Product during the evaluation period, and to include any conditions or limits on such support. You may not circumvent any technical limitations included in the Product licensed to you on an evaluation or trial basis.

## **2.6 Third Party Notices.**

- 2.6.1** The Product may contain or be accompanied by certain third-party components which are subject to additional restrictions. These components, are identified in, and subject to, special license terms and conditions which, in the case of On-Premise Product(s), are set out in the [logmanager.com/thirdparty](https://logmanager.com/thirdparty), or the “Third Party Software” file accompanying the Product or portions thereof, and in the case of Hosted Services, are set out in the third-party license agreement or notices that comes with the third-party component or is otherwise provided on the web page on which such third-party component is made available (the “**Special Notices**”). The Special Notices include important licensing and warranty information and disclaimers. Unless otherwise expressly stated for a given third-party component, all such third-party components may be used solely in connection with the use of the Product subject to and in accordance with the terms and conditions of this EULA and the Special Notices. In the event of conflict between the Special Notices and the other portions of this EULA, the Special Notices will take precedence (but solely with respect to the third-party component(s) to which the Special Notice relates).
- 2.6.2** The Software includes components provided by licensors to Company (“**Third Party Licensors**”), and may also include Open Source Software (“**OSS**”) components. Licenses from the Third Party Licensors may have enforceable rights in the components included in the Software and be able to enforce such rights against Licensee. Company’s warranty and indemnity obligations do not apply to third party components to the extent that (i) the third party licenses to Company requires that such software is distributed without warranty and/or (ii) the components are OSS. All the currently used Third Party Licensors and OSS are listed at <https://doc.logmanager.cz/introduction/used-open-source-software/>.
- 2.6.3** This EULA and the provision of the Software through any third-party account (the “**Third Party Account**”) is subject to the additional terms and conditions set forth on or in or required by the applicable Third Party

Account and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your acquisition of the Software through a Third Party Account. All such transactions are administered by the Third Party Account, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Third Party Account.

**2.6.4** This EULA is solely between you and Licensor, and not with any Third Party Account. You acknowledge that the Third Party Account has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Third Party Account will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this EULA, and the Third Party Account is not responsible for such claims. You must comply with the Third Party Account terms of service and any other Third Party Account applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. The Third Party Account is a third-party beneficiary to this EULA and may enforce this EULA against you.

## **2.7 Order of Precedence**

**2.7.1 Order of Precedence between EULA and Order.** If there is any conflict between the terms and conditions in the Order and the terms and conditions of this EULA, or if the Order changes any of the terms of this EULA, the terms and conditions of the Order will apply, or the Order is issued/generated by you. In cases where the Order is issued/generated by you, the terms and conditions of Section 2.23.2. of this EULA, governing a purchase order or other document you supply in connection with this EULA, shall apply to such Order.

**2.7.2 Order of Precedence within EULA.** If there is any conflict among the terms and conditions of this EULA, or if a section changes the terms of another section within this EULA, the order of precedence will be as follows: first, section 4 (Product Specific Terms) (if any); second, section 3.A (Terms for On-Premise Products) and/or section 3 (Terms for Hosted Services), as applicable; and third and finally, section 2 (General Terms and Conditions).

## **2.8 License Types.**

**2.8.1 License.** Licensor hereby grants you a nonexclusive, non-transferable, limited, and revocable right and license to use the Product for your internal use, unless otherwise expressly specified in the Order. Your license rights are subject to your compliance with this EULA. The term of your license under this EULA shall commence on the date that you install or otherwise use the Product and ends as per the license type as specified-here below.

**2.8.2 Licensor retains all right, title, and interest to the Product, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and moral rights.** The Product is protected by the copyright and trademark law and applicable laws and treaties throughout the world. The Software and/or the Documentation may not be copied, reproduced, altered, modified, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software and/or the Documentation in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the Czech Republic or their local country. The Software/Documentation contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this EULA. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

**2.8.3 Overview of License Types.** The license type for the Product will, unless otherwise specified in

this EULA, be one of the following license types: trial/evaluation, perpetual, term or subscription. This will be confirmed in the Order or will be the default license type listed in section 4 (Product Specific Terms).

**2.8.3.1 Trial/Evaluation License Type.** Your license to use the Product on an evaluation or trial basis subject to the restrictions specified in paragraph 2.5 hereabove for a limited period being the earlier of (i) the end of the evaluation period specified in the Order, or (ii) 14 days.

**2.8.3.2 One - off Fixed Term License Type.** Your license to use the Product will continue until the expiration of the term identified in the Order unless earlier terminated in accordance with the terms of this EULA. The of the One-off Fixed Term License Type corresponds to the term of the support unless agreed otherwise. If we continue to make the Product generally available to our customers, you may purchase a new term license for the Product from us or our Partner.]

**2.8.3.3 Subscription License Type.** Your license to use the Product will continue until the expiration of the subscription period identified in the Order unless earlier terminated in accordance with the terms of this EULA. The procedure for renewing your license to the Product is set out either in the Order, or if not in section 4 (Product Specific Terms). If you upgrade your subscription to the Product, the Upgrade will take effect immediately and you will be charged and must pay the applicable fee, and the term of your then-current subscription period may be extended, as described at the time you Upgrade. You may not downgrade a subscription during the subscription period to the Product as the subscription fees are non-refundable.

**2.9 Our Business Principles. We will apply the principles set out in our Code of Conduct and Business Ethics (published on our website at Logmanager Code of Ethics) in our performance under this EULA.**

## **2.10 Export Compliance**

**2.10.1 Export Compliance.** Export laws and regulations of the European Union and any other relevant local export laws and regulations apply to the Products. You agree that such export control laws and associated regulations, govern your use of the Product (including technical data), and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information and/or Product (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You represent that you are not located in any EU-embargoed countries.

## **2.11 IP Ownership and Feedback.**

**2.11.1 IP Ownership.** The Product, Our Technology, Documentation, and all other current or future intellectual property developed by us or our Affiliates, and all worldwide Intellectual Property Rights in each of the foregoing and all Updates, Upgrades, enhancements, new versions, releases, corrections, and other modifications thereto and derivative works thereof, are the exclusive property of us or our Affiliates or our or their licensors or suppliers. Except for the rights and licenses expressly granted herein, all such rights are reserved by us and our Affiliates and our or their licensors and suppliers. All title and Intellectual Property Rights in and to the content that may be accessed through use of the Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

**2.11.2 Feedback.** If you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to Our Technology (collectively “**Feedback**”) you own the Feedback and you grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit

the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into our products or services any service, product, technology, enhancement, documentation or other development (“**Improvement**”) incorporating or derived from any Feedback with no obligation to license or to make available the Improvement to you or any other person or entity. This is true whether you provide the Feedback through use of the Product or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

## **2.12 Support.**

**2.12.1 Our Support Policies.** If we offer and you purchase support for the Product, then it will be provided in accordance with our then current support policies for the applicable Product in effect at the time of purchase. You may access our support policies by clicking on the applicable link located [Customer support](#).

**2.12.2 Support for One-off Fixed Term License Type.** For One-off Fixed Term License Type, unless otherwise expressly stated by us in the Order, support (if offered by us) is required for the Product for the entire term of the License and starts on the date the Product is delivered. Thereafter, you may choose to purchase annual support (if offered by us) and if technically possible.

**2.12.3 Support for Subscription License Type.** If the license type for the Product licensed to you is the subscription license type, then support (if offered by us) is included in the subscription fees for each subscription period.

**2.12.4 Software Updates.** Before you can install or use the Update, you must: i) possess a valid license of an earlier version of the Software to be updated; ii) your Software must use the support services. You may continue to use each earlier version copy of the Software to which the Update relates after you receive this Update, provided that, (i) the Update and the earlier version are installed and/or used under the same [Model](#) only and the earlier version is not installed and/or used outside the Model; (ii) you comply with the terms and conditions of the license applicable to the earlier version with respect to the installation and/or use of such earlier version; (iii) the earlier version or any copies thereof are not transferred elsewhere unless all copies of this Update are also transferred thereto; and (iv) you acknowledge and agree that any obligation Company may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the Update.

**2.12.5 Software Upgrades.** Before you use the Upgrade from an earlier version of the Software, you must: (i) possess a valid full license of an earlier version of the Software used to upgrade to this Upgrade, ii) have your License covered by support services, in order to install and/or use the Upgrade. You may NOT continue to use each earlier version copy of the Software to which the Upgrade relates. The Software Upgrade is considered as new Software and subject to the general terms of this EULA that accompanies the Upgrade.

## **2.13 Fees and Taxes.**

**2.13.1 Payment Terms and Taxes.** All fees payable to us are payable in the currency specified in the Order, or if no currency is specified, in EUR, are due within 30 days from the invoice date and, except as otherwise expressly specified herein, are non-cancellable and non-refundable. We may charge you interest at a rate of 3% per month (or the highest rate permitted by law, if less) on all overdue payments. You shall be responsible and liable to Licensor and any and all of its affiliates, officers, directors, and employees for all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this EULA, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to the Licensor if you are entitled

to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

**2.13.2** Invoices may be issued by our Affiliate.

**2.13.3 Fees for Renewal Subscription Licenses.** If the license type for the Product licensed to you is the Subscription License Type then each renewal subscription will be calculated at the then-current price offered for the Product at the time of renewal. No subscriptions paid are refundable, except for the termination under paragraph 2.20.2 here below.

**2.13.4 Fees for Renewal Support Terms.** If the license type for the Product licensed to you is a Perpetual License or One – off license agreed on an unlimited time basis, then, unless otherwise specified in the Order or in section 4 (Product-Specific Terms), the fee for an optional annual renewal support term for the Product will be calculated based on the annual rate applicable for the initial support term or immediately preceding renewal support term, whichever is applicable, plus a rate increase, if applicable, calculated as any standard price increase or consumer price index (“CPI”) (or equivalent index) or by the rate of increase of the average monthly nominal wages, as published by the Czech Statistical Office for the previous year, whichever is higher.

**2.13.5 No Reliance on Future Availability of any Product or Update/Upgrade.** You agree that you have not relied on the future availability of any Product or Updates/Upgrades in your purchasing decision or in entering into the payment obligations in your Order.

## **2.14 Warranties.**

**2.14.1 Authority.** Each party represents and warrants that it has the legal power and authority to enter into this EULA.

**2.14.2 Product Compliance with Documentation.** We warrant to you that, as of the moment of the delivery (in the case of an On-Premise Product) or for the duration of the license (in the case of a Hosted Service), the Product will comply with the applicable Documentation in all material respects under normal use and service, while despite of the data back-up ability of the Software, you are finally liable for the content of these data back-ups and the scope of such data back-ups. Due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software in your specific IT environment or in your internal systems. Licensor does not warrant against interference with your use of the Software; that the Software will meet a particular purpose; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written statement or advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you, should you meet the characteristic of the consumer in your particular country.

**2.14.3** Your exclusive remedy, and our sole liability, with respect to any breach of this warranty will be for us to use commercially reasonable efforts to promptly correct the non-compliance (provided that you notify us in writing within the warranty period and allow us a reasonable cure period). If we, at our discretion, reasonably determine that correction is not economically or technically feasible, we may terminate your license to the Product and provide you a full refund of the fees paid to us with respect to the Product (in the case of an On-Premise Product) or a refund of the prepaid fees for the unused portion of the license period (in the case of a Hosted Service). Delivery of additional copies of, or Updates to, the Product will not restart or otherwise affect the warranty period.

**2.14.4 Warranty Exclusions.** The warranty specified in section 2.14.2 (Product Compliance with Documentation) does not cover any Product provided on an unpaid evaluation or trial basis (Trial/Evaluation License Type) that is provided on an “as is” basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by you, your Affiliates, your or their personnel or any third party not engaged by us.

**2.14.5 Warranty Disclaimers.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 2.14 OR THE ADDITIONAL WARRANTIES (IF ANY) EXPRESSLY STATED IN SECTION 4 (PRODUCT SPECIFIC TERMS), THE PRODUCT, DOCUMENTATION AND OUR TECHNOLOGY ARE PROVIDED “AS IS”, WITH ALL FAULTS, AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

**2.14.6 EU based Licensees.** Except as set forth above, and provided that if you are a resident of an EU member state Licensor warrants that the Product will be fit for purpose and of satisfactory quality, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

## **2.15 Indemnification.**

### **2.15.1 Our Indemnification Obligation.**

**2.15.1.1 Intellectual Property Infringement.** We will defend you, and your officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings alleging that your use of the Product, in accordance with the terms and conditions of this EULA, constitutes a direct infringement or misappropriation of such third party’s patent, copyright or trade secret rights (the “**IP Claim**”), and we will indemnify you for damages finally awarded against you by a court of competent jurisdiction with respect to the IP Claim.

**2.15.1.2 Exceptions.** We will not indemnify you to the extent that the alleged infringement or misappropriation results from (a) use of the Product in combination with any other software or item not supplied by us; (b) failure to promptly implement an Update provided by us pursuant to 2.15.1.3 (Our Options); (c) modification of the Product not made or provided by us; or (d) use of the Product in a manner not permitted by this EULA. We also will not indemnify you if we notify you of our decision to terminate this EULA, and the license to the Product granted hereunder, in accordance with section 2.15.1.3 (Our Options) and you have not ceased all use of the Product within thirty (30) days of such notification.

**2.15.1.3 Our Options.** If a final injunction is, or we reasonably believe that it could be, obtained against your use of the Product, or if in our opinion the Product is likely to become the subject of a successful claim of infringement, we may, at our option and expense, (a) replace or modify the Product so that it becomes non-infringing (provided that the functionality is substantially equivalent), (b) obtain for you a license to continue to use the Product, or (c) if neither (a) nor (b) are reasonably practicable, terminate this EULA on thirty (30) days’ notice and, if the Product was licensed to you on a Perpetual License or Term License basis, refund to you the license fee paid to us for the Product less an amount for depreciation determined on a straight-line five year (or actual term if shorter) depreciation basis with a commencement date as of the date of delivery of the Product, or if the Product was licensed to you on a Subscription License basis, refund to you the unused portion of the fees paid in advance to us for the then-current subscription period for the Product. THE INDEMNIFICATION PROVISIONS SET OUT IN THIS SECTION 2.15.1 STATE OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY US OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN RESPECT OF THE PRODUCT OR ITS USE.

## **2.15.2 Your Indemnification Obligation.**

**2.15.2.1** Indemnification for Third Party-Claims. To the extent permitted by applicable law, you will defend us and our Affiliates, and our and their respective officers, directors, employees, and agents from and against any and all third party claims, lawsuits, and proceedings that arise or result from (a) your breach of this EULA, or (b) your failure or alleged failure to comply with Applicable Laws or any violation of a third party's rights in connection with your use of the Product (each a "**Third-Party Claim**" and collectively "**Third-Party Claims**") and you will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim.

**2.15.3 Control of the Defense or Settlement.** For any indemnification obligation covered in section 2.15.1, "**Indemnifying Party**" means us, "**Indemnified Party**" means you, and "**Claim**" means an IP Claim. For any indemnification obligation covered in section 2.15.2, "**Indemnifying Party**" means you, "**Indemnified Party**" means us, and "**Claim**" means a Third-Party Claim. The Indemnified Party must provide the Indemnifying Party with prompt written notice of a Claim; however, the Indemnified Party's failure to provide or delay in providing such notice will not relieve the Indemnifying Party of its obligations under this section except to the extent the Indemnifying Party is prejudiced by the Indemnified Party's failure or delay. The Indemnified Party will give the Indemnifying Party full control of the defense and settlement of the Claim as long as such settlement does not include a financial obligation on or admission of liability by the Indemnified Party. If the Indemnified Party does not do so, then the Indemnified Party waives the Indemnifying Party's indemnification obligations under section 2.15.1 or 2.15.2, as applicable. The Indemnified Party will reasonably cooperate in the defense of the Claim and may appear, at its own expense, through counsel reasonably acceptable to the Indemnifying Party.

## **2.16 Confidentiality.**

**2.16.1 Confidentiality Obligations.** Except as otherwise provided herein, each party agrees to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure and agrees to make no use of such information and know-how except under the terms of this EULA. However, neither party will have an obligation to maintain the confidentiality of information that (a) it received rightfully from a third party without an obligation to maintain such information in confidence; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or becomes a matter of public knowledge through no fault of the receiving party; or (d) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure (unless such prior notice is not permitted by applicable law) and complies with any protective order (or equivalent) imposed on such disclosure. You will treat any source code for the Product as our confidential information and will not disclose, disseminate or distribute such materials to any third party without our prior written permission. Each party's obligations under this section 2.16 will apply during the term of this EULA and for five (5) years following termination of this EULA, provided, however, that (i) obligations with respect to source code will survive forever and (ii) trade secrets will be maintained as such until they fall into the public domain.

**2.16.2 Product Benchmark Results.** You acknowledge that any benchmark results pertaining to the Product are our confidential information and may not be disclosed or published without our prior written consent. This provision applies regardless of whether the benchmark tests are conducted by you or us.

**2.16.3 Remedies for Breach of Confidentiality Obligations.** Each party acknowledges that in the event of a breach or threat of breach of this section 2.16, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, the non-breaching party will be entitled to seek

injunctive or similar equitable relief against such breach or threat of breach without proof of actual injury and without posting of a bond.

## **2.17 Data Collection and Personal Data.**

**2.17.1 Data Collection through use of the Product.** THE PRODUCT MAY INCLUDE FEATURE(S) THAT (A) GATHER PRODUCT ACTIVATION, USAGE AND/OR ENVIRONMENT INFORMATION, (B) IDENTIFY TRENDS AND/OR BUGS, (C) COLLECT USAGE STATISTICS, AND/OR (D) TRACK OTHER DATA RELATED TO YOUR USE OF THE PRODUCT, AS FURTHER DESCRIBED IN THE CURRENT VERSION OF OUR LOGMANAGER PRIVACY NOTICE CLIENTS, SUBCONTRACTORS AND SUPPLIERS . BY YOUR ACCEPTANCE OF THE TERMS OF THIS EULA AND/OR USE OF THE PRODUCT, YOU ACKNOWLEDGE AND GET FAMILIAR WITH THE COLLECTION, USE AND DISCLOSURE OF THIS DATA FOR THE PURPOSES PROVIDED FOR IN THIS EULA AND/OR THE PRIVACY POLICY.

**2.17.2 Additional Data Collection Terms.** Depending on the Product licensed to you, this EULA may contain additional data collection terms in section 4 (Product Specific Terms) and/or, if we are hosting the Product, in section 3.B (Terms for Hosted Services).

**2.17.3 Your Personal Data.** If you determine that you will be supplying us with your Personal Data (as defined in the Data Processing Addendum referenced below) for us to process on your behalf, in the provision of support services or hosting services (if the Product licensed to you is a Hosted Service) or during the course of any audits we conduct pursuant to section 2.19.2 (Audit), you may submit a written request at [privacy@logmanager.com](mailto:privacy@logmanager.com) for the mutual execution of a Data Processing Addendum and we will enter into such Data Processing Addendum with you. To the extent there is any conflict between this EULA and such Data Processing Addendum, the Data Processing Addendum will prevail with respect to our handling and processing of your Personal Data.

## **2.18 Limitation of Liability and Disclaimer of Certain Types of Damages.**

**2.18.1 Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THIS EULA OR YOUR MATERIAL VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS OR OF THE LICENSE RESTRICTIONS SET OUT IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ALL COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO THIS EULA WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AT LAW EXCEED, IN THE AGGREGATE, THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE THAT IS THE SUBJECT OF THE CLAIM, PROVIDED, HOWEVER, THAT IF THE FEES PAID FOR SUCH PRODUCT AND/OR SERVICE ARE PAID ON A RECURRING BASIS, THEN THE NOT TO EXCEED LIMIT WILL BE THE FEES PAID TO US FOR THE PRODUCT AND/OR SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

**2.18.2 Disclaimer of Certain Types of Damages.** Except for a party's indemnification obligations set out in this EULA or your material violation of our intellectual property rights or the license restrictions set out in this EULA, to the extent permitted by applicable law, in no event will either party, its Affiliates or its licensors or their respective suppliers be liable for any special, indirect, consequential, incidental, punitive or tort damages arising in connection with this EULA or either party's performance under this EULA or the performance of Our Products, or for any damages resulting from loss of use, loss of opportunity, loss of data, loss of revenue, loss of profits, or loss of business, even if the party, its Affiliates, its licensors, or any of their respective suppliers have been advised of the possibility of those damages.

**2.18.3 EU residents special clause.** IF YOU ARE A RESIDENT OF AN EU MEMBER STATE, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET OUT ABOVE, LICENSOR IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A REASONABLY FORESEEABLE RESULT OF LICENSOR'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE, BUT IT IS NOT RESPONSIBLE FOR LOSS OR DAMAGE THAT IS NOT FORESEEABLE, WHILE THE LIABILITY CAPS SPECIFIED IN PARAGRAPH 2.18.1, INCL. LIABILITY DISCLAIMERS

IN 2.18.2, REPRESENT THE FORESEEABLE LOSS AND DAMAGES FOR US AS OF THE CONCLUSION OF THE EULA.

**2.18.4** WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. TO THE FULLEST EXTENT OF APPLICABLE LAW, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

## **2.19 Technical Protection & Audit.**

**2.19.1. Technical Protection.** The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this EULA. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this EULA. We reserve the right to monitor use of the Software at any time. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. Additional terms and registration may be required to access online services and to download Software Updates and patches. Only Software subject to a valid license can be used to access online services, including downloading Updates and patches. Licensor may limit, suspend, or terminate the license granted hereunder and access to the Software.

**2.19.2. Audit.** As we may install and use automated license tracking, management and/or enforcement solutions with the Product, which you may not disrupt or alter. You will maintain records in connection with this EULA and the use of the Product and any Updates and/or services provided hereunder. Such records will include at a minimum the number of licenses purchased and being used by you. At our expense and with reasonable written notice to you, we or a third party appointed by us may audit the records, and if necessary and as applicable, the systems on which the Product or any Update is installed for the sole purpose of ensuring compliance with the terms of this EULA. We will have the right to conduct audits as necessary. These audits may be conducted on site at a location where you have installed the Product, remotely from our offices, or a combination of both, if applicable to the Product. On-site audits will be conducted during regular business hours, and neither on-site nor remote audits will interfere unreasonably with your business operations. You agree to share with us copies of all records referenced herein, as well as Product log files and other information reasonably requested by us promptly following such request, but in no event more than five (5) business days following receipt of our written request (or such longer period, if applicable, that we specify in the written request). We will treat all such information obtained or accessed by us during the audit as confidential information pursuant to section 2.16 (Confidentiality) for use by us only as necessary to ensure compliance with and enforcement of the terms of this EULA. If you do not allow the audit execution, it will be considered as a substantial violation of the EULA, and we will be entitled to claim contractual fine in the amount of five time Fees in case of the Perpetual Type License or five time Fees paid for a specific term in case of the One-off Fixed Term Type of License and annual subscription paid for the Subscription Type License as agreed here above. If any audit reveals that you have underpaid license, support or subscription fees, you will be invoiced for all

such underpaid fees based on our list price in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the fees previously paid by you during a period of preceding 12 calendar , then you will also pay our reasonable costs of conducting the audit and enforcement of this EULA and we can claim the contractual fine in the amount of five time Fees in case of the Perpetual Type License or five time Fees paid for a specific term in case of the One-off Fixed Term Type of License and annual subscription paid for the Subscription Type License.

The contractual fines are additional to any type of damage we may incur and the damage, if so decided by us, can be claimed irrespective of the contractual fine being paid by you. The right to contractual fine does not impact our right to claim damages in full amount, subject to section 2.18 hereabove.

## **2.20 Termination.**

**2.20.1 Termination for Breach.** We may terminate this EULA by written notice at any time if you do not comply with any of your obligations under this EULA and fail to cure such failure to our satisfaction within thirty (30) days after such notice. This remedy will not be exclusive and will be in addition to any other remedies which we may have under this EULA or otherwise.

**2.20.2 Automatic Termination.** This EULA automatically terminates when One-off Fixed Term License expires, or when Licensor ceases to operate the Product, if Licensor determines or believes your use of the Product involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this EULA.

**2.20.3 Effect of Termination.** Upon expiration of your license term to the Product (if applicable) or earlier termination of this EULA, your license to access and/or use the Product will terminate. You must immediately cease use of the Product and destroy all copies of the Product in your possession (and required any Permitted Third Parties to do the same). The termination of this EULA will not affect our rights or your obligations arising under this EULA until the moment of its termination.

**2.20.4 Survival.** Any provisions of this EULA containing licensing restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, audits rights, and any term of this EULA which, by its nature, is intended to survive termination or expiration, will remain in effect following any termination or expiration if this EULA, as will your obligation to pay any fees accrued and owing to us as of termination or expiration.

## **2.21 Assignment.**

You may not, without our prior written consent, assign or novate this EULA, any of your rights or obligations under this EULA, or the Products or any of our Confidential Information, in whole or in part, by operation of law, sale of assets, merger or otherwise, to any other party, including any parent, subsidiary or affiliated entity. Your Change of Control will constitute an assignment for purposes of the preceding sentence. A **“Change of Control”** will include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of you in a transaction or series of transactions which results in the holders of your capital stock or equity interests holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s).

## **2.22 Choice of Law.**

This EULA is governed by the laws of the Czech Republic, without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good-faith discussion between the parties, then it will be submitted for resolution to Czech courts having the jurisdiction in accordance with the Licensor registered office, and to waive any jurisdictional, venue, or inconvenient forum objections to such courts (but without affecting either party’s rights to remove a case to federal court if permissible).

This paragraph will be interpreted as broadly as applicable law permits. For example, if you are a resident of a European Union member state, you will benefit from any mandatory provisions of consumer protection law in the member state in which you are resident, and you can bring legal proceedings in relation to this EULA in the courts of the member state in which you are resident. You agree that any violation by you of this EULA, the Privacy Policy, the Terms of Service, or any other agreement with the Company, shall constitute an affirmative defense (whether characterized as arising at law or equity) against any claim you might assert against the Company relating to its software or services. The Company has the right to prosecute civil claims against you for any violation of its EULA, the Terms of Service, the Privacy Policy, or any other governing terms and conditions related to its software and services, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this EULA.

## **2.23 Miscellaneous.**

**2.23.1 Notices.** Notices of termination, material breach, your insolvency or an indemnifiable claim (“**Legal Notices**”) must be clearly identified as Legal Notices and sent via overnight courier or certified mail with proof of delivery to the following addresses: For us: Zubatého 295/5, Smíchov, 150 00 Praha 5, Attention: Managing Director. For you: your address set out in the Order. Legal Notices sent in accordance with the above will be effective upon the second business day after mailing. Either party may change its address for receipt of notices upon written notice to the other party.

**2.23.2 Entire Agreement.** This EULA, and any terms expressly incorporated herein by reference, will constitute the entire agreement between you and us with respect to the subject matter of this EULA and supersedes all prior and contemporaneous communications, oral or written, signed or unsigned, regarding such subject matter. Use of any purchase order or other document you supply in connection with this EULA will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Except as otherwise expressly contemplated in this EULA, this EULA may not be modified or amended other than in writing signed by you and us.

**2.23.3 Severability.** If any provision of this EULA is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

**2.23.4 Waiver.** Failure or delay in exercising any right, power, privilege or remedy hereunder will not constitute a waiver thereof. A waiver of default will not operate as a waiver of any other default or of the same type of default on future occasions.

**2.23.5 English Language.** This EULA has been drawn up in English at the express wish of the parties.

**2.23.6 Force Majeure.** Neither you nor we will be liable for any delay or failure to take any action required under this EULA (except for payment) due to any cause beyond the reasonable control of you or us, as the case may be, including, but not limited to unavailability or shortages of labor, materials, or equipment, failure or delay in the delivery of vendors and suppliers and delays in transportation.

**2.23.7 Our Use of Our Affiliates.** We may, at our discretion, engage one or more of our Affiliates in the fulfillment of our obligations, including, our obligations for delivery of the Product to you and/or the provision of any support services.

### 3.A. TERMS FOR ON-PREMISE PRODUCTS

3.A.1. **Delivery.** Unless otherwise specified by us, On-Premise Product(s) will be provided to you via electronic delivery, and delivery is deemed complete when the On-Premise Product(s) is/are made available at the electronic software download site specified by us and you are e-mailed or otherwise provided with any necessary instructions, password and/or license keys required for you to be able to access, download and install the On-Premise Product(s). If we provide the On-Premise Product(s) on physical media, shipping terms will be Free Carrier (seller's premises).

3.A.2. **Updates.** Each Update to an On-Premise Product replaces part or all of the On-Premise Product (or earlier Update) previously licensed to you ("**Replaced Product**") and will terminate such previously licensed Replaced Product to the extent replaced by the Update; provided, however, that you may continue to operate the Replaced Product for up to ninety (90) days from delivery of the Update to allow you to complete your implementation of the Update. You must cease all use of the Replaced Product at the end of the ninety (90) day period. Each Update will be subject to the terms and conditions of this EULA, except that (i) to the extent the Update contains new or updated Special Notices, your use of any third party components shall be subject to section 2.6 of this EULA and the Special Notices accompanying the Update; and, (ii) to the extent section 4 of the license agreement accompanying the Update contain(s) additional or conflicting terms and conditions related to new Products, components, features and/or functionality contained in the Update, or related to additions or modifications to the license definitions, license model or use restrictions, then your use of the Update will be subject to this EULA, as altered by such additional or conflicting terms and conditions of section 4 of the license agreement accompanying the Update which must be accepted by you at the time you download or install the Update. If you do not agree to such additional or conflicting terms and conditions, do not download or install the Update.

3.A.3. **Cloud Environment.** You may upload the On-Premise Product(s) licensed to you pursuant to this EULA onto a cloud instance supplied by a third party, provided that the operation of the On-Premise Product(s) in the cloud instance complies with all license model restrictions and usage limitations applicable to the On-Premise Product(s). You may also allow the third party to upload, install, operate and/or use the On-Premise Products on the cloud instance, provided that the third party's access to and use of the On-Premise Products is solely for your benefit in accordance with the terms of this EULA. The third party will be considered a Permitted Third Party, and you will be responsible for the Permitted Third Party's compliance with this EULA in accordance with section 2.3 (Third Party Use).

### 3.B. TERMS FOR HOSTED SERVICES

Not yet available.

#### 4. PRODUCT SPECIFIC TERMS

This section specifies specific terms and conditions that are applicable to one or more Products as identified below.

**4.1. Product Specific Definitions.** Any defined term used in this section 4 (Product-Specific Terms) but not defined herein will have the meaning ascribed to it in section 2 (General Terms and Conditions), or section 3 (Terms for On-Premise Products).

**4.2. Additional Terms for Certain Products.** The following additional terms and conditions apply with respect to: Product LOGmanager licensed by Sirwisa a.s. under the Licenční podmínky užívání produktu LOGmanager společnosti Sirwisa a.s. (the “**Previous License Terms**”) until the effective date of the EULA being 22 November 2023 (the “**Server Installed SW**”).

**4.2.1. License Terms.** You may use the Product, in particular the Server Installed SW, on the number of computing devices identified in the Order (see: <https://logmanager.com/en/product-specification> ). If you use the Product (except for the Server Installed SW) on a virtual machine or in an environment where multiple users share computer resources, each instance of the Product in use at any time is considered one computing device.

**4.2.2. Network Environments.** For Products in which more than one network environment (e.g., “Internally owned and operated”, “externally owned and operated”) is available, you may solely use the Product in an internally or externally owned and operated network as specified in the Order. If you desire to monitor an internal or external network environment that you are not already authorized to operate the Product in accordance with the Order, then you must purchase a separate license.

**4.2.3. Dynamic Content.** For Products which include dynamic content (e.g., anti-virus and anti-spam definitions), said content is sold on a subscription basis and remains current as long as you maintain an active subscription with us.

**4.3. Server Installed SW.** Server Installed SW will be licensed under the Perpetual License Type as of the effectiveness of the EULA, i.e. 22 November 2023, unless explicitly agreed otherwise between the Licensor, Licensee and the Partner in a separate agreement. In accordance with 11.4. of the Previous License Terms, these Previous License Terms are replaced by the EULA as of 22 November 2023.

**4.3.1. Support of the Server Installed SW.** Unless agreed otherwise between the Licensor, Partner and the Licensee, the Support of the Server Installed SW will be available until version 3.11.0. of the Software. Any further versions and updates of the Software will only be available under the Terms of Support available at [logmanager.com/legal](https://logmanager.com/legal).

**4.3.2. Access to the hardware** on which the Server Installed SW is installed. We will provide the Licensee, upon the request and subject to the reimbursement of reasonable costs, access code to the hardware on which the Server Installed SW is installed. Regardless of the access code, the Software will be uninstalled for such hardware and the Perpetual License terminated as of the moment of such access.