

DEALOGIC GLOBAL LIMITED LICENCE AGREEMENT

Číslo smlouvy MF – odbor 20

20/30/2012

Toto číslo uvádějte při fakturaci

This Agreement is made on the 13th day of July 2012

BETWEEN:

- (1) **DEALOGIC LIMITED**, registered in England and Wales under no: 01777183 whose registered office is at Thanet House, 231-232 Strand, London, WC2R 1DA ("Licensor"); and
- (2) **MINISTRY OF FINANCE CZECH REPUBLIC**, whose principal place of business is at Letenská 15, 118 10 Prague, on behalf of itself and Subscriber Affiliates (collectively "**Subscriber**").

(the Licensor and Subscriber collectively the "Parties" and each a "Party").

RECITALS

- (A) The Licensor holds the right to grant licenses to use the Product(s) throughout the world.
- (B) The Subscriber wishes to use the Product(s) and the Parties have entered into this Agreement in order to licence the Subscriber to use the Product(s) subject to and upon the terms of this Agreement.

1. Definitions

"Agreement" means this document, and the Schedules that may be appended hereto or incorporated by reference;

"Billing Address" where stated means the Subscriber address for any invoice as set out in any Schedule;

"Billing Contact" where stated means the entity responsible for payments of the Fees as set out in any Schedule;

"Client Software" means any Licensor software module installed on a Subscriber workstation for use with a relevant Product;

"Confidential Information" means all information which: (a) relates to the Product, Services, Materials, Login Details, operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of any Party; or (b) the receiving party knows is regarded by the disclosing party as the confidential information of the disclosing party; or (c) is identified as confidential by the disclosing party including, without limitation, this Agreement;

"Consultant User" means a contractor, agent or consultant who is working for the Subscriber at a User Location on a temporary basis specifically in the Subscriber's ordinary course of business who is subject to a duty of confidentiality no less onerous than as set out in this Agreement;

"Database(s)" means any proprietary databases provided by the Licensor in which the Licensor has expended a substantial investment in obtaining, verifying or presenting the contents of the database including (i) any stored data supplied by Licensor provided as part of a Product; and (ii) any other data stored within any such database;

"Derivative Material" means any documents or material created and/or derived by the Subscriber from the Product in whole or in part;

"Effective Date" means the date as set out in any relevant Schedule;

"Fee(s)" means the various fees as set out in any relevant Schedule;

"Inappropriate Content" shall include but not be limited to any material which is obscene or offensive or in breach of any third party Intellectual Property Rights;

"Initial Term" means the term commencing on the Effective Date (unless otherwise stated), as set out in the relevant Schedule;

"Intellectual Property Rights" means patents, trade or service marks, registered designs or applications for any of the foregoing, copyright and rights in the nature of copyright, design rights, database rights and any other industrial or intellectual property rights of any nature subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals and extensions of any of the foregoing;

"Licence" means a licence to use a Product as set out in any Schedule upon the terms of this Agreement;

"Licensor's Group" means any associated or affiliated, subsidiary or holding company of either of those companies from time to time or any subsidiary or affiliated company of any such holding company from time to time, and "Group Company" shall be interpreted accordingly. For the purposes of the foregoing, a company shall be deemed to be a subsidiary of another company if such other company beneficially owns, directly or indirectly, not less than 50% of the voting shares of the company; a company shall be deemed to be a holding company of another company if it

beneficially owns, directly or indirectly, not less than 50% of the voting shares of such other company; and a company shall be deemed to be an affiliated company of another company if one company beneficially owns, directly or indirectly, not less than 20% of the voting shares of the other company;

"Login Details" means any authentication or other similar details provided by the Licensor to the Subscriber for use of a Product;

"Maintenance and Support Services" means the services as set out in Clause 8;

"Materials" means all documents and materials relating to the operation and use of a Product provided to the Subscriber by the Licensor;

"Minor Release" means a collection of updates to a Product including without limitation bug fixes and enhancements;

"Permitted Use" means the description of Subscriber's permitted use of the Product as specified in the relevant Schedule;

"Product" means the Licensor product as set out in any Schedule comprising (i) Materials; (ii) Client Software; (iii) Software ; (iv) Database; and (v) Product Changes;

"Product Changes" means changes, additions, improvements, modifications or enhancements, Minor Release or Revision to any Product or any part thereof;

"Professional Services" means the provision of any consultancy services other than Maintenance and Support Services;

"Revision" means an additional minor release in relation to any relevant Product containing bug fixes and other revisions;

"Services" means Professional Services and Maintenance and Support Services collectively;

"Schedule" means any document appended to this Agreement which may include but is not limited to any document that describes Fees, Licence or Services;

"Schedule Term" means the rights of each Party with regards to terminating the License for any Product as set out in a Schedule;

"Software" means the software supplied as part of a Product;

"Specified Equipment" means the Subscriber computer equipment upon which the Product will be installed residing at the location as specified in any Schedule to this Agreement; or (ii) such other equipment to be notified in writing by the Subscriber to the Licensor within 45 days of the date of execution of any Schedule;

"Subscriber Affiliate" means any associated or affiliated, subsidiary or holding company of the named entity that has executed these terms or any subsidiary or affiliated company of any such holding company from time to time provided that any such entity (i) is not a competitor of the Licensor; or (ii) does not hold any interest in any organisation competing with the Licensor. For the purposes of the foregoing, a company shall be deemed to be a subsidiary of another company if such other company beneficially owns, directly or indirectly, not less than 50% of the voting shares of the company; a company shall be deemed to be a holding company of another company if it beneficially owns, directly or indirectly, not less than 50% of the voting shares of such other company; and a company shall be deemed to be an affiliated company of another company if one company beneficially owns, directly or indirectly, not less than 20% of the voting shares of the other company;

"Subscriber Data" means where applicable any data that is input into a Product by a Subscriber;

"User" means an employee or Consultant User working specifically on behalf of the Subscriber who is permitted to use a Product by the Subscriber;

"User Location" means the location(s) from which Users are permitted to use the Product;

"Version" means a major release of any relevant Product which includes the (i) most recent Minor Release; and/or Revisions;

2. Licence

2.1 Subject to Clause 2.3 the Subscriber is hereby granted a non-exclusive, non-transferable licence commencing on the Effective Date for the Initial Term and any further term as set out in any relevant Schedule to use each Product only: (a) at the User Location(s); (b) by a User; and (c) on the Specified Equipment (if any); and (d) in respect of the Permitted Use where provided. The Subscriber shall ensure that it has (i) an active connection to the internet of appropriate bandwidth; and (ii) appropriate hardware in order to use a Product at all material times.

- 2.2 The Subscriber shall be permitted to grant temporary access for a Consultant User to use any Product provided that the Subscriber shall (i) ensure that any such Consultant User complies with the terms of this Agreement; (ii) ensure that in no event shall the sum of any Consultant Users and Subscriber employees using a Product exceed the number of Licences as set out in the Schedule relating to that Product (iii) indemnify the Licensor against any loss or damage suffered as a result of the failure of any such Consultant User to comply with the terms of this Agreement; and (iv) revoke access to any Product for any Consultant User immediately where requested to do so by the Licensor. Notwithstanding any other term of this Agreement the Subscriber shall not be permitted to outsource the use of any Product to any third party other than as stated without the prior written consent of the Licensor.
- 2.3 Where applicable, any Product installed at a Subscriber location shall not be moved without the prior written consent of the Licensor. Where Login Details are issued to a named User the Subscriber acknowledges and accepts that (i) the Login Details are non-transferable between Users and are only to be used by that named User to whom the Login Details are issued; and (ii) the Licensor reserves the right to delete Login Details where they are not being used by the User to whom they have been allocated. The Subscriber shall upon reasonable notice provide the Licensor with information reasonably requested relating to Product installation location, Users and Login Details for license auditing purposes.
- 2.4 If the Subscriber wishes to increase the number of User Locations and/or Users, or to expand access to a Product whether by establishing a network or otherwise, or to licence an additional Product, then the Licensor may, subject to availability and negotiation of any variations/supplements hereto, agree to provide such additional facilities upon the terms of this Agreement.
- 2.5 The Subscriber may only decrease the number of User Locations and/or Users and/or Licences and/or Product(s) by serving on the Licensor three months' prior written notice expiring on or after the expiry of the Initial Term. The applicable Fee(s) payable as a result of such decrease will be calculated in accordance with the Licensor's then prevailing rates.
- 2.6 The Subscriber may only install one instance of the Client Software on a single Subscriber workstation for use by a single User. Users shall be permitted to use the Client Software at other locations from time to time provided they advise the Licensor in writing promptly of any new location if the User permanently moves from the stated User Location.
- 2.7 The Subscriber shall ensure that it makes sufficient regular and secure back-up copies of (i) any Subscriber Data; (ii) any data or information provided by the Subscriber to the Licensor under the terms of this Agreement; and (iii) any Product hosted by the Subscriber to avoid loss of any such Product, data or information. Licensor shall not be liable for any loss, expense or damage suffered by the Subscriber due to the Subscriber's failure to retain the original or a copy of any Product, Subscriber Data or information as set out in this Clause.
- 2.8 Save for any back-up copies, the Subscriber shall not make, hold or authorise copies of the Product, whether in whole or in part and whether in hard copy, any form of magnetic storage system or other form of reproduction. Any back-up copies or other copies of the Product authorised by the Licensor shall be subject to the terms of this Agreement and the Licensor's trade mark and copyright notices shall be reproduced on such copies as specified by the Licensor.
- 2.9 Subject to Clause 2.10 the Subscriber is granted permission to create and use Derivative Materials for internal use and for external publication in the normal course of the Subscriber's business provided that notice of the Licensor's rights including but not limited to Licensor's trade mark and copyright notices are included in and/or on any such published materials in a form and position reasonably specified by the Licensor. The Subscriber's right to create and use Derivative Material shall only be exercised by the Subscriber to the extent reasonably required in the ordinary course of the Subscriber's business and the Licensor reserves the right to suspend access to any Product pending further investigation where it has reason to suspect that Derivative Material is being created and/ or used in contravention of the terms of this Agreement.
- 2.10 The Subscriber shall not use any Product, Derivative Material or any part thereof in any manner that attempts to or actually does compete with the Licensor and Subscriber will indemnify the Licensor for any losses, claims or damage suffered as a result of the failure by the Subscriber to comply with the terms of this Clause.
- 2.11 The Subscriber shall not modify or amend the Product or merge it into other program materials without obtaining the Licensor's prior written consent. Notwithstanding Clause 10.1(c) the Subscriber shall be obliged when using any Product to carry out its own virus checks to avoid disruption to any Subscriber network.
- 2.12 During the term of this Agreement the Subscriber hereby grants the Licensor permission to reproduce and/or use its logo and general company information within a Product where applicable for the sole purpose of complying with its obligations under this Agreement. Either Party shall be permitted to use the other Party's logo and general company information for marketing purposes during the term of this Agreement upon prior written consent. The Subscriber is not required to obtain the permission to use the Licensor's logo for the purpose of presentations to investors that are not publicly available.
- 2.13 The Licensor reserves the right to decommission a Product provided that it shall provide the Subscriber with no less than 6 months prior notice of any such decommission. In the event of decommission the Subscriber may be offered an alternative Licensor product on terms to be agreed.
- 2.14 Except as set out in Clause 2.9 and as permitted by law the Subscriber shall not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on any Product or any part thereof.
- 2.15 The Licensor may in its discretion make available from time to time new software applications to the Subscriber for the sole purpose of evaluation in a non-production environment ("Evaluation Software"). The provision of Evaluation Software shall be subject to the terms of this Agreement except that (i) the Subscriber shall not be obliged to use such Evaluation Software; (ii) the Evaluation Software shall be provided on an "AS IS" basis and without any warranties; and (iii) subject to Clause 11.1 the Licensor accepts no liability arising from use by the Subscriber of any such Evaluation Software.

- 2.16 The Subscriber shall ensure that any Subscriber Data entered into a Product by its Users does not (i) constitute Inappropriate Content; and (ii) infringe any applicable laws or regulations and shall indemnify the Licensor against any claims or losses arising from a breach of this Clause.
- 2.17 A Subscriber Affiliate shall be permitted to enter into Schedules pursuant to the terms of this Agreement provided that (i) any such Subscriber Affiliate shall be deemed to be the Subscriber with reference to a relevant Schedule for the purposes of interpreting the Agreement and that relevant Schedule; and (ii) by executing a Schedule to this Agreement the Subscriber Affiliate irrevocably agrees to the terms as set out irrespective of such terms having been negotiated by another Subscriber Affiliate.
- 2.18 The execution of any Schedule by a Subscriber Affiliate shall not be interpreted to create any relationship between Subscriber Affiliates; and (i) a Subscriber Affiliate shall only be authorised to execute a Schedule for and on behalf of that Subscriber Affiliate; and (ii) any breach of the obligations as set out may only be enforced against the Subscriber or relevant breaching Subscriber Affiliate.
- 2.19 Subscriber shall keep accurate books of account and records covering the types of Product(s), the full name of each User, the manner, location (if applicable), and number of users (if applicable) by which any portion of the Product(s) is/are accessed or used, including (i) details of all Users; (ii) the total number of sites; or (iii) other appropriate measurement.
- 2.20 [RESERVED]
- 2.21 Where the Subscriber is hosting any Product it shall maintain and make available to the Licensor an administration account for the sole use of the Licensor at all material times.
- 3. Term**
- 3.1 Subject to Clause 3.2 and Clause 5 below (i) This Agreement shall continue unless terminated by either party providing the other party with no less than three months prior written notice provided that there are no Schedules attached to the Agreement which have not been terminated; and/or (ii) each Schedule may be terminated in accordance with the Schedule Term provision as stated in that relevant Schedule.
- 3.2 Without prejudice to Clause 3.1, should the Licensor lose the rights held by it (including any granted to it by a Group Company) to licence one or all of the Products (any such Products being relevant Products), the Licensor reserves the right to transfer the Agreement(s) in whole or in part to that relevant Group Company in order to secure the grant of a Licence to the relevant Products directly from that Licensor's Group Company to the Subscriber on the same or similar terms as this Agreement, and the Subscriber shall execute such documents as may be reasonably necessary for that purpose.
- 3.3 In the event of any transfer pursuant to Clause 3.2, the Licensor as the transferor shall be released from all further obligations under this Agreement in relation to the relevant Product(s), but this Agreement shall continue to subsist in respect of all other Products.
- 4. Fees**
- 4.1 The Subscriber shall pay to the Licensor any undisputed Fee(s) for each Product in accordance with the payment terms as set out in a Schedule. Where a Billing Date is provided in a relevant Schedule the Subscriber shall pay the Fees from the Billing Date.
- 4.2 All invoices shall be paid by the Subscriber in accordance with the payment terms as set out in a Schedule to this Agreement. Subject to Clause 4.3 all amounts payable under this Agreement shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Licensor.
- 4.3 The Subscriber shall notify the Licensor of any bona fide dispute with any item on an invoice within 7 days of the date of the invoice after which time any invoice shall be deemed to have been accepted as correct by the Subscriber and all sums shall be due and payable in accordance with Clause 4.2. In the event of a bona fide dispute relating to an invoice the Subscriber shall make payment for all undisputed items in accordance with Clause 4.2.
- 4.4 All amounts payable by the Subscriber pursuant to this Agreement are exclusive of any sales, use, excise, value-added, customs and similar taxes, duties and imposts payable thereon. The Subscriber shall provide all reasonable assistance upon request by the Licensor to recover any Fees withheld by a tax authority or equivalent organisation. The Subscriber is responsible for ensuring that they account for and pay any deemed taxes or charges payable on the (i) provision of Services; and/or (ii) the License of any Product.
- 4.5 Upon the expiration of 12 months from the Effective Date and annually thereafter the Fees shall be increased automatically upon notice each year by the greater of the percentage increase over the 12 month period ending June each year in either the (i) United Kingdom All Items Index of Retail Prices; or (ii) US Employment Cost Index for Total Compensation for Private Industry Workers using the Occupational Group: Professional, Scientific and Technical Services as compiled by the Department of Labor ("Index"). If figures are not available for such period, the figures ending in the latest month for which figures are available shall be used. The Licensor reserves the right to change the Index upon notice from time to time.
- 4.6 In addition to any increases referred to in Clause 4.5, if additional functionality has been added to any Product in accordance with Clause 6 below then the Licensor may increase the Fees, such increase to take effect on the expiry of three months from the date of receipt by the Subscriber of written notice of such increase, provided that (a) the Subscriber shall be entitled to terminate this Agreement with immediate effect by notice in writing to the Licensor, such notice to be received by the Licensor not later than the expiry of 28 days from the date of the Licensor's notice of increase pursuant to this Clause 4.6. Failing receipt of any notice of termination within the said period of 28 days, the Subscriber shall be deemed to have accepted the said increase; and (b) the Licensor shall not be entitled to increase the Fees pursuant to this Clause 4.6 more than once in any calendar year during this Agreement.
- 4.7 If any undisputed Fee payable under this Agreement is not paid on the due date then (without prejudice to the Licensor's other rights and remedies) the Licensor reserves the right to charge interest on such undisputed Fee on a day to day basis (as well as before any judgment) from the date or last date for payment thereof to

the date of actual payment (both dates inclusive) at the rate of 2% above the annual base rate of The Bank of England (or such other similar bank that the Licensor may from time to time notify to Subscriber) from time to time in force. Interest shall be paid on demand by the Licensor provided always that before charging interest, the Licensor shall notify the Subscriber in writing of its intention to do so and allow a further seven days for payment.

- 4.8 Where a Billing Contact is provided on a Schedule the Subscriber shall ensure that the Billing Contact complies with the terms of this Agreement and in particular those obligations relating to the payment of invoices. The Subscriber shall (i) remain liable for the payment of all undisputed invoices issued notwithstanding that the invoices have been addressed to the Billing Contact; and (ii) indemnify the Licensor against any loss or damage suffered as a result of the failure of the Billing Contact to comply with the terms of this Agreement and/or any failure to pay any undisputed invoice.

5. Termination

- 5.1 This Agreement and/or a relevant Schedule may be terminated by any party with immediate effect by written notice if the other party (i) commits a material breach of any of these provisions and such breach (if capable of remedy) is not remedied within 30 days of a written request to remedy the same; or (ii) enters into any bankruptcy or liquidation, whether compulsory or voluntary (not being a voluntary bankruptcy or liquidation for the purpose of amalgamation or solvent reconstruction), or has a bankruptcy trustee, administrator or administrative receiver or other insolvency officer appointed over any of its assets or makes any composition or arrangement with its creditors or fails to pay any of its debts when due. The Licensor may terminate this Agreement and/or relevant Schedule with immediate effect by written notice if the Subscriber breaches Clause 9 (Intellectual Property Rights).
- 5.2 The following Clauses shall survive termination of this Agreement: 1, 2.15, 2.17, 2.18, 4, 5.2, 5.3, 9.1, 9.2, 9.4, 9.5, 11, 12 and 13.
- 5.3 On termination of this Agreement and/or relevant Schedule the Subscriber shall (i) immediately deliver up to the Licensor all copies of the terminated Product in the Subscriber's possession or control; (ii) certify in writing to the Licensor that no part of any of the terminated Product and no copies thereof have been retained by the Subscriber or any third party under its control; and (iii) have the right to retain any Derivative Material created in accordance with Clauses 2.9 and 2.10. Upon termination of this Agreement and/or relevant Schedule the Subscriber may request an archival Licence to use a Product on terms to be mutually agreed.
- 5.4 Notwithstanding Clause 5.1, the Licensor reserves the right to suspend or terminate, with or without notice, with immediate effect the provision of Services and/or Subscriber's access to and use of any Product in the event of the non-payment on the due date of any undisputed Fees due to the Licensor as collection agent under this Agreement or any breach of Clause 2.10.

6. Product Changes

- 6.1 The Licensor reserves the right to make Product Changes at the Licensor's sole cost provided that such Product Changes do not materially diminish the functionality of any Product.
- 6.2 The Licensor will either make Product Changes electronically (e.g. via the internet or other electronic connection) or will install the Product Changes and the Subscriber shall implement such Product Change(s) and follow all instructions and/or directions of the Licensor to ensure that such Product Change(s) are implemented in a timely and correct manner. Upon being given reasonable notice, the Subscriber shall permit access to the Specified Equipment to implement any Product Changes, subject to compliance with the Subscriber's reasonable security regulations and procedures. Any Product Change(s) form part of a Product and are licensed on the terms of this Agreement.
- 6.3 Where the Subscriber is hosting a Product, the Subscriber agrees to install and use any Product Changes supplied in accordance with Clauses 6.1 and 6.2 and agrees that the Licensor's obligations under this Agreement, including Maintenance and Support Services, only apply to the latest Version of an Product supplied by the Licensor incorporating all Product Changes and the immediately preceding two Versions of any Product and the Subscriber shall not hold or use any outdated Versions of any Product.

7. Professional Services

- 7.1 The Subscriber may request that the Licensor provide Professional Services under the terms of this Agreement. The arrangements for the provision of any such Professional Services shall be mutually agreed.

8. Maintenance and Support

- 8.1 Save as provided in Clause 8.3, the Licensor shall, free of charge, investigate and use its reasonable endeavours to rectify all defects, errors or faults in any Product reported by the Subscriber.
- 8.2 The Subscriber may request that the Licensor provide training in the use of any Product. Where agreed, the Licensor shall provide Subscriber with general training in the use of any Product.
- 8.3 The Licensor shall not be obliged to provide Maintenance and Support Services in relation to:
- 8.3.1 investigating and rectifying such defects, errors or faults that arise from either (a) any electrical fault or the failure or breakdown of or defect in the Specified Equipment or any other cabling or equipment used in conjunction with any Product; (b) the inaccurate input of data by the Subscriber or a User; (c) improper use of any Product by the Subscriber or a User or the Subscriber's failure to keep any Product in whole or in part under its control in good condition; (d) any repair, alteration, amendment, modification or merger of the Product by any person other than an employee or agent of the Licensor in breach of Clause 2.11; or (e) any event of force majeure or otherwise outside the reasonable control of the Licensor.
 - 8.3.2 support of other software, accessories, attachments, machines, systems or other devices other than the Product;