

LICENSE AGREEMENT

Licensor : **exid s.r.o.**
Registered office: Ovocný trh 572/11, Staré Město, 110 00 Praha 1
ID Number: 08271275
Represented by Pavel Nečas, director
Registered in the commercial register kept by Municipal court in Prague,
section C, entry 316070
Email: exid@exid.win

(hereinafter as „**Licensor**“)

and

Licensee : [...] **[...]**
Registered office: [...] **[...]**
ID Number: [...] **[...]**
Represented by [...] **[...]**
Registered in: [...] **[...]**
Email: [...] **[...]**

(hereinafter as „**Licensee**“)

below mentioned day, month and a year concluded following licence agreement (hereinafter as „**Agreement**“):

Article. I.

Initial provisions and definitions

- 1.1 Licensor is entitled to perform property copyright to audio-visual work „**Exid Fire Instructions**“ (hereinafter as „**EFI**“).
- 1.2 EFI is 3D instruction movie namely intended for hotel guests, which contains fire safety measures for the case of fire in the hotel of stay of the guest. EFI by the most up-to-date 3D technology and within a short period of time shows safety procedures for the case of fire in the hotel, e.g. in the hotel building and also fire in the hotel guest room which the guest might extinguish by himself.
- 1.3 Licensor offers EFI in 3 different options „Basic“, „Middle“ or „De luxe“. Every option can be offered in two sub-options „Fire alarm“ or „Evacuation elevator“.
- 1.4 Option „Basic“ contains:
 - complete EFI
 - basic option for all types of hotels and accommodation facilities.
 - optional subtitles
 - English commentary

1.5 Option „Middle“ is designed for hotel networks and individual entities and contains:

- complete EFI
- name of the hotel network
- hotel network logo
- optional language mutations
- optional subtitles

1.6 Option „De luxe“ is designed primarily for hotel networks and contains:

- complete EFI
- name of the hotel network
- hotel network logo
- optional language mutations
- optional subtitles
- optional hotel interior design - possibility to upload MP4, jpg etc.

In case the Licensee provides a panorama photo (including floor and ceiling) to the Licensor to be used in EFI, it must include:

- room interior
- hall interior including elevator
- emergency exit interior

1.7 Sub-option „Fire alarm“ is available at the Licensee's request, in case the hotel is equipped by the Fire alarm system.

1.8 Sub-option „Evacuation“ is available at the Licensee's request, in case the hotel is equipped by the Evacuation plan.

1.9 EFI is subject to protection of European union copyright law and Licensor performs to EFI (as to the audio-visual work) the property copyright.

1.10 At the same time EFI is protected as the trademark registered under the European parliament regulation and European Council 2017/1001 dated as of 14th June 2017 on the trademark of European Union and European Union Intellectual property organization (EUIPO) and in the same time EFI is regulated by Act No. 441/2003 Coll., Trademark law. EFI is as trademark also registered at the Czech property office.

1.11 The Licensee is a provider of hotel services in the hotel and is interested in purchasing the license to use EFI in order to increase the awareness of the fire safety measures for guests, hotel staff or third parties in the hotel operated by Licensee.

1.12 The Licensee is according to this agreement entitled to select solely by its own discretion the option (or sub-option) of the EFI.

1.13 The Licensor declares that the Licensor has full authority to execute this Agreement and that the Licensor is entitled to grant all rights and licenses to the Licensee.

Article. II.
Subject of the Agreement

- 2.1 The Licensor hereby grants to the Licensee as of the date of the effectiveness of this Agreement and thereafter for the period of the duration of this Agreement the right to use the license to use EFI in the extent as defined in the Article III. of this Agreement and the Licensee shall be obliged to pay to the Licensor a license fee as defined in the Article V. of this Agreement.
- 2.2 This agreement shall be deemed executed electronically by Licensee's acceptance of the binding offer of the Licensor on the web pages of the Licensor www.exid.win Conclusion of this Agreement applies to a specific number of the Licensee's premises in which EFI will be used and the number has been identified by the Licensee on the Licensor's website prior to the conclusion of the Agreement.
- 2.3 The Licensee shall be entitled to select at its own discretion on the web pages of the Licensor mentioned above in the section 2.2 the individual option and by selecting the option (sub-option) the Licensee agrees that license is granted to this option (sub-option) only under this Agreement.

Article III.
EFI terms of use

- 3.1 The license granted according to this Agreement is granted as non-exclusive. The Licensor is fully entitled to grant the license to EFI in any of its options (sub-options) any time to any other third party without consent of the Licensee.
- 3.2 The Licensee is not obliged to use the license.
- 3.3 The Licensee is entitled to use the license within the duration of this Agreement.
- 3.4 The Licensee is not entitled to further pass or provide EFI be it in full or partially only to any third person.
- 3.5 The Licensor shall be entitled to use EFI for its own use as an instructional audio-visual work for hotel guests at the premises owned or leased by the Licensor and its subsidiaries. Number of use is not limited.
- 3.6 The Licensee is not authorized to make copies of EFI or any part thereof (except for copies made for use in individual locations of the Licensee and its subsidiaries), distribute, lend, rent or exhibit EFI, modify EFI, translate it into other languages, included it to other audio-visual works and distribute such modified audio-visual works.
- 3.7 Should the Licensee be in breach of Articles 3.3 to 3.6 of this Agreement, the Licensor shall be entitled to ask the Licensee payment of contractual penalty of EUR 10.000, - for each individual case of breach of the obligations defined In Articles 3.3 to 3.6 of this Agreement. Payment of contractual penalty doe not affect the right of the Licensor to claim any incurred

damages. The contractual penalty is payable within ten days from the date of delivery of the request for its payment.

- 3.8 The Licensee further undertakes not to provide to any third party any information about the content of this Agreement, namely the content of EFI, without the prior written consent of the Licensor.
- 3.9 The Licensee shall not be entitled to modify EFI with new elements or complete it by other audio-visual works out of the extent of EFI gained from the Licensor's webpages.

Article IV. Time and delivery of EFI

- 4.1 After executing of the Agreement by acceptance of the binding offer of the Licensor on the webpages of the Licensor as specified on the Article II of this Agreement and after payment of the license fee according to further stipulations of this Agreement (below), the Licensor is obliged to electronically send the Licensee an electronic link for EFI download, for each of the Licensee's premises separately, no later than within 30 days. Since the delivery of the link, the Licensee is without any time limit entitled to download a particular option of EFI selected by the Licensee in the FullHD format. As the possibility to download EFI is solely on discretion of the Licensee, sending of an electronic link by the Licensor is considered as the delivery of EFI to the Licensee.
- 4.2 The Licensor is obliged to provide the Licensee all necessary cooperation namely consultancy, remote email support in case of technical problems with the download of EFI. In case of proved technical difficulties with EFI download taking longer than thirty days after the execution of the Agreement, the Licensor shall be obliged to send to the Licensee the selected option of EFI via e-mail. The format of EFI to be the same as defined above.

Article V. License fee

- 5.1 The parties to this Agreement agree that the license fee for granting the license to use EFI is a one-off license fee for each of the Licensee's premises in the amount as follows:
- 'Basic' version: EUR 49.99 per month;
 - 'Middle' version: EUR 99.99 per month;
 - 'De luxe' version: EUR 199,99 per month.

The Licensee may pay the license fee in advance for each month or in advance for the entire selected period of one or three years or five years (see below in Article VI of this Agreement).

- 5.2 If the license fee is paid in advance for a selected period of one or three years or five years the Licensor shall provide the Licensee with a discount when concluding this Agreement on:
- for one year, at 8 % of the price for 1 month;
 - three years, 11 % of the price for 1 month;
 - for a period of five years, 16 % of the price for 1 month;

and the discount will be granted for each month of the actual duration of the Agreement.

5.3 If the license fee is paid in advance for a selected period of one or three years or five years the the Licensor further grants the Licensee according to the number of the Licensee's premises (hotels) covered by the license under this Agreement in the amount according to the following number of premises:

- 2 to 5 premises, discount of 5 % of the price for 1 month;
- 10 to 50 premises, discount of 10 % of the price for 1 month;
- 50+ premises, discount of 15 % of the price for 1 month;

The discount is calculated according to the number of the Licensee's premises paying the license fee in each calendar half-year, regardless of the number of months for which the Licensee's premises pays the license fee in that calendar half-year.

5.4 Discounts under this Article of the Agreement shall be added together. The Licensor grants the Licensee a discount without any regard to any selected sub-option „Fire alarm“ or „Evacuation elevator“.

5.5 The license fee is payable within five days after the execution of the Agreement. Its payment is a condition for the Licensor's obligation to send an electronic download link to EFI to the Licensee. ~~The method of payment by credit card is specified on the website of the Licensor mentioned above in Article II of this Agreement.~~ The payment of the license fee by the Licensee shall mean crediting of the corresponding financial amount to the Licensor's account.

5.6 The method of payment by credit card is specified on the website of the Licensor mentioned above in Article II of this Agreement. The Licensee has two options of payment. The first method is prepayment before the selected period (one year / three years / five years). The second method is a monthly automatic payment that will be debited automatically to the Licensee on each first day of the calendar month.

5.7 If the Licensee fails to pay the license fee or part thereof, the Licensor is entitled to withdraw from this Agreement. The withdrawal is effective upon its written communication to the Licensee's email address.

Article VI. Duration of the license

6.1 This Agreement shall be deemed effective as of the day of electronic acceptance of the Licensor's offer on the webpages www.exid.win of the Licensor by the Licensee.

6.2 This agreement is concluded for the duration of **one/three/five years.**

- 6.3 The Licensor is entitled to terminate this Agreement only in case of severe breach of this Agreement by the Licensee, breaching or exceeding the license conditions granted by this Agreement or other behaviour of the Licensee which is against the good will or good faith in terms of Licensor trade name or reputation.
- 6.4 Termination of the Agreement shall be done by written notice to the Licensee's email address specified in this Agreement.

**Article VII.
Liability of the Licensor**

- 7.1 The Licensor is not responsible for the implementation of fire and safety measures at the Licensee's premises. EFI is exclusively an instructional audio-visual work that is a general guide in the event of a fire, but it is not related to any specific parameters and equipment, incl. technical equipment of the system of fire and safety protection of a specific Licensee's premises (hotel). The Licensor is not responsible for any possible damage to health or property of all personnel of the Licensee's premises or its guests or third parties in the event of a fire.
- 7.2 If the Licensee complains about an EFI product due to its malfunction, the Licensee is entitled to contact the Licensor via e-mail exid@exid.win without undue delay after finding a problem. The Licensor is obliged to carry out the complaint procedure and notify the Licensee of its result by e-mail at the latest within 30 days from the notification of the complaint.
- 7.3 If the Licensor breaches its obligation under Article 4.1 of this Agreement, to send to the Licensee an electronic link to download the EFI for each of the Licensee's premises within 30 days, the Licensee is entitled to withdraw from this Agreement. The withdrawal is effective upon its written communication to the Licensor's address exid@exid.win

**Article VIII.
Confidentiality**

Both parties to this Agreement undertake to keep as confidential the fact that this Agreement has been concluded, of any and all provisions contained in this Agreement and of any other information and facts which they have learned from the other Party or its agents in connection with the negotiation, signature and performance this Agreement.

**Article IX.
Final provisions**

- 9.1 Any changes or amendments to this Agreement may only be made in writing.
- 9.2 Unless otherwise agreed in this Agreement, relations between the parties to this Agreement shall be governed by Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations ("Rome I Regulation").

- 9.3 Any disputes between the Parties shall be decided by the body designated by Regulation (EU) No 1215/2012 of the European Parliament and of the Council as of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) bis') („Regulation Bruxelles I bis“).
- 9.4 This Agreement is concluded at a distance in electronic form by acceptance by the Licensee of a binding offer on the Licensor's website specified above in Article II of this Agreement.
- 9.5 Should any provision of this Agreement become invalid or ineffective as a result of circumstances arising after the conclusion of this Agreement and which neither party could have assumed to have or would have such effects, this shall not affect the validity and effectiveness of the other provisions of this Agreement and the parties undertake to replace such an invalid, respectively ineffective provision with existing and effective provisions with same or similar meaning.
- 9.6 The parties to the Agreement declare that this Agreement has been concluded at their own free will and that it is understandable to them. As the evidence the parties to this Agreement put their signature on this agreement.