

THIS AGREEMENT IS A LEGAL AGREEMENT CONCLUDED BETWEEN ANNPOINT, S.R.O., WITH ITS REGISTERED ADDRESS AT U KRIZKU 588, 26101 PRIBRAM, CZECH REPUBLIC (THE "LICENSOR"), AND THE LICENSEE OF THE WORK (THE "CUSTOMER"). BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING THIS SOFTWARE, YOU (AS THE CUSTOMER) BECOME A PARTY TO THIS AGREEMENT AND THUS CONSENT TO BEING BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Licensed software: <product name> ("the Work").

**1. Use of the Work.** The Licensor hereby grants the Customer a worldwide, non-exclusive, non-transferable copyright license to use the Work in the following way:

- a) **Applications.** The Customer may use the Work in a number of applications specified in the attachment no. 1 hereof. An application is a computer program that is deployed as a single unit. A module is considered an application if it can be installed or sold separately. An application uses the Work if it calls its API (application programming interface), directly or indirectly.
- b) **Development License.** A number of designated developers and other employees of the Customer specified in the attachment no. 1 hereof may use the Work for development and testing purposes. Everyone working with the Work in the pre-deployment phase needs a developer license. In the pre-deployment phase, temporary instances of the application that use the Work may be deployed for development, testing and staging purposes.
- c) **Deployment License.** The number of deployed instances of the application is limited to the number specified in the attachment no. 1 hereof. Using the Work in an application that is deployed to an auto-scaling environment requires a multi-instance license. The Work may only be deployed in a binary form.
- d) **Internal Use License.** The Customer or the Acquirer may allow their employees ("Employees") to access the server applications using the Work, providing the server applications using the Work are made available to them by the Customer or the Acquirer. Neither the Acquirer nor Employees may redistribute the Work in any form. The following persons are considered Employees of an organization for the purpose of this article: in case of a school, college or university, its students; in case of a non-profit organization, its members; individual contractors (natural persons) in a position equivalent to employees.
- e) **SaaS License.** If specified in the attachment no. 1 hereof, the Customer may allow third persons ("Third Parties") to access the server applications using the Work, providing the server applications using the Work are made available to them by the Customer. The Third Parties may not redistribute the Work in any form.
- f) **Redistribution License.** If specified in the attachment no. 1 hereof, the Customer may redistribute the Work to other persons (the "Acquirer") providing it is only in its binary form and as a part of his own standalone product that adds a substantial value to the Work. The Work may not be redistributed as a part of a software library. The Work may not be redistributed as a part of a software product that competes with the Work. The Work may not be redistributed as a part of software provided to other persons without monetary remuneration payable to the Customer (either open-source or closed-source). The software product license must be limited to internal use by the Acquirer (as defined in article 1.d) above).

If the license edition includes source code (see attachment no. 1), the Customer may modify the Work. The Customer may use the modified Work under the conditions set out in article 1 a), b), c), d), e) and f).

Special provisions regarding the JavaScript parts of the Work:

- In the event that the Work is provided with a server part (such as DayPilot Pro for ASP.NET MVC, DayPilot Pro for ASP.NET WebForms, DayPilot Pro for Java), its JavaScript part may only be used in connection with this server part. Standalone use of the JavaScript part of the Work always requires DayPilot Pro for JavaScript license.
- The Customer is not allowed to sublicense or otherwise redistribute the JavaScript parts of the Work for use separately from Customer's software. This includes but is not limited to using or embedding JavaScript parts of the Work in other websites, pages or applications or exposing the API (application programming interface), either directly or indirectly (e.g. by wrapping the API).
- The minified version of the JavaScript source code shall be considered binary form. The minification level must correspond to the level used in the minified version provided by the Licensor. The minified version must include the original copyright and licensing notices.

An appropriate invoice or other purchase documentation (the "Invoice") may allow concurrent use of Work by a number of applications and/or number of developers and/or number of number of deployed instances higher than specified in articles 1.a), b) and c). The invoice shall thereby alter this Agreement.

Other rights and obligations of the parties may be specified in the attachment hereof.

**2. Copyright and Ownership.** The Licensor is the owner and authorized licensor of the Work. The Work is protected by copyright law and international treaty provisions. The Customer acquires solely a non-exclusive right to use the Work as permitted herein. The Customer does not acquire any rights of ownership to the Work.

**3. License Fees.** The Customer shall pay to the Licensor the license fee and other charges and expenses as set forth in the Invoice. The Licensor may charge the Customer interest for any payment that is more than thirty (30) days overdue at the rate of one and a half percent (1.5%) per month or, alternatively, the highest amount allowed by law, whichever is lower.

**4. Duration.** The license period is not limited and therefore the license is granted for the whole period of the duration of economic rights to the Work. The Licensor shall be allowed to terminate this license with immediate effect if the Customer fails to comply with the terms and conditions hereof. Upon the termination of the license the Customer shall destroy the Work and shall erase all copies of the Work under his control.

**5. Marketing.** The Licensor shall be allowed use the name and/or logo of the Customer as a reference for marketing or promotional purposes on the Licensor's website and other communication with existing or potential Licensor's customers. The Customer shall have right to terminate this permission by writing to support@daypilot.org.

**6. Limitation of Warranties and Liability.** The Licensor warrants solely that for a period of thirty (30) days from the initial shipment by Licensor or download by Customer of the Work,

the Work as delivered or downloaded shall materially function as described in the accompanying documentation. This warranty does not apply insofar as: (a) the Work is subjected to misuse, neglect, accident, or exposure to external conditions other than those specified in the Documentation; (b) in relation to claims resulting from acts or omissions caused by persons other than the Licensor or from products, material or software not provided by the Licensor; (c) using a version of the Work which does not include all updates available from the Licensor or; (d) the Work is modified. In the event of a breach of warranty, the Licensor's sole responsibility and the Customer's sole and exclusive remedy is, at the Licensor's discretion, to repair or replace all or any parts of the Work. This limited warranty is valid only if a written notice of breach of warranty is received by the Licensor within ten days after the end of the thirty-day warranty period.

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 6, THE LICENSOR SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR THE WORK, INCLUDING ANY LIABILITY CAUSED BY NEGLIGENCE. THE LICENSOR MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AND WHETHER CONTAINED IN ANY OTHER PROVISION OF THIS AGREEMENT OR IN ANY OTHER COMMUNICATION. THE LICENSOR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACQUISITION TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PERSONS BY THE WORK. THE CUSTOMER MAY HAVE CERTAIN STATUTORY RIGHTS TO WHICH THESE EXCLUSIONS DO NOT APPLY, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORY WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD. MOREOVER, IN NO EVENT SHALL WARRANTIES PRESCRIBED BY LAW, IF ANY, APPLY, UNLESS THEY ARE REQUIRED TO APPLY BY A STATUTE NOTWITHSTANDING THEIR EXCLUSION BY A CONTRACT. NO DEALER, AGENT OR EMPLOYEE OF THE LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

THE CUMULATIVE LIABILITY OF THE LICENSOR TO THE CUSTOMER FOR ALL CLAIMS RELATING TO THE WORK, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO LICENSOR BY THE CUSTOMER FOR THE WORK. THE CONTRACTUAL PARTIES HAVE AGREED THAT THE TOTAL AMOUNT OF COMPENSATION PAID TO THE CUSTOMER FOR ANY DAMAGE SUFFERED AS A RESULT OF A PARTICULAR FAULT OF THE WORK SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER TO THE LICENSOR AS LICENSE FEE. IN CONSIDERATION OF ALL CIRCUMSTANCES CONNECTED TO THE CONCLUSION HEREOF THE CONTRACTUAL PARTIES HEREBY DECLARE THAT THE AGGREGATE FORESEEABLE DAMAGE INCLUDING LOST PROFIT THAT THE LICENSOR MIGHT BE REQUIRED TO PAY BY REASON OF HIS LIABILITY FOR FAULTS ON THE BASIS HEREOF SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER AS LICENSE FEE.

IN NO EVENT SHALL THE LICENSOR BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE OR INCIDENTAL DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION

AND LOST DATA, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

The Customer is responsible for the selection of the Work to achieve its intended results, and for the installation, use and results obtained from the Work. The Licensor does not warrant that use of the Work will be uninterrupted or error-free, nor that program errors will be corrected.

IN CASES WHERE THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LICENSOR'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**7. Miscellaneous.** This Agreement shall be governed by the law of the Czech Republic, notwithstanding the principles of its law regulating conflict of laws. The Customer hereby agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of any Court of the Czech Republic. Either the Licensor or the Customer may assign this Agreement to another entity in the case of a merger or sale of substantially all of its respective assets. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes all prior written and oral communications, as well as the terms set forth in any other document, including, without limitation, any purchase order, check or form issued by the Customer. This Agreement may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

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Should you have any questions regarding this agreement, please contact [support@daypilot.org](mailto:support@daypilot.org).

Attachment No. 1

**Web Edition**

For use in internal web applications used by employees of a single organization.

<b>Edition</b>	<b>Web Mini</b>	<b>Web Start**)</b>	<b>Web Team</b>	<b>Web Office</b>	<b>Web EDU</b>
Applications	1	1	1	unlimited	unlimited
Maximum number of people working with DayPilot	1	1	5	Unlimited number of people at one physical location.	Unlimited number of people at one physical location.
Deployed instances	1	1	unlimited	unlimited	unlimited
Internal use license	Yes	Yes	Yes	Yes	Yes
SaaS license	No	No	No	No	No
License to redistribute the binary as a part of a tailor-made application	Limited *)	Limited *)	Limited *)	No	No
License to redistribute the binary as a part of a software library	No	No	No	No	No
License to redistribute the source code	No	No	No	No	No
Source code included	No	Yes	Yes	Yes	Yes

\*) A total deployment limit of 1 application, 1 customer applies. The deployed application may only be used by the Acquirer and its Employees.

\*\*\*) As of April 1, 2021, the Web Start license is not available for purchase.

## SaaS Edition

For use in public applications and applications provided as a hosted service (SaaS).

<b>Edition</b>	<b>SaaS Start</b>	<b>SaaS Team</b>	<b>SaaS Office</b>
Applications	1	1	unlimited
Maximum number of people working with DayPilot	1	5	Unlimited number of people at one physical location.
Deployed instances	1	unlimited	unlimited
Internal use license	Yes	Yes	Yes
SaaS license	Yes	Yes	Yes
License to redistribute the binary	No	No	No
License to redistribute the binary as a part of a software library	No	No	No
License to redistribute the source code	No	No	No
Source code included	Yes	Yes	Yes

## OEM Edition

For use in one application that can be redistributed and/or provided as a hosted service (SaaS).

<b>Edition</b>	<b>OEM Start</b>	<b>OEM Team</b>	<b>OEM Office</b>
Applications	1	1	1
Maximum number of people working with DayPilot	1 developer	5 developers	Unlimited number of developers at one physical location.
Deployed instances (SaaS and internal use license) **)	1	unlimited	unlimited
Deployed instances (redistribution license) ***)	10	50	unlimited
Internal use license	Yes	Yes	Yes
SaaS license	Yes	Yes	Yes
License to redistribute the binary as part of the application	Yes	Yes	Yes
License to redistribute the binary as a part of a software library	No	No	No
License to redistribute the source code	No	No	No
Source code included	Yes	Yes	Yes

\*\*\*) SaaS and internal use license deployed instances refer to the SaaS and internal use licenses that are included in the OEM license. These licenses cover instances controlled and managed exclusively by the Customer.

\*\*\*\*) Redistribution license deployed instances refer to the total number of deployed instances of the redistributed application. The use of the redistributed binaries is limited to internal use by the Acquirer.

## Legacy Editions

As of April 1, 2014 these license are not available for purchase.

<b>Edition</b>	<b>Start</b>	<b>Developer</b>	<b>Expert, Business</b>	<b>Premium, Enterprise</b>
Deployment license	1 server, 1 domain name	Unlimited number of servers	Unlimited number of servers	Unlimited number of servers
License to use the binary in an internal application	Yes	Yes	Yes	Yes
License to redistribute the binary in a custom application	Yes	Yes	Yes	Yes
License to redistribute the binary in a shrink-wrapped application	No	Yes	Yes	Yes
License to redistribute the binary as a part of a software library	No	No	No	No
License to redistribute the source code	No	No	No	No
Maximum number of developers working with DayPilot	1	1	2	Unlimited number of developers at one physical location