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General Licence Conditions of
ŠMT a.s.

I. Introductory Provisions

1. These General Licence Conditions (hereinafter referred to as "**GLC**") regulate mutual rights and obligations associated with the use of the software products specified below that were developed by **ŠMT a.s.**, ID: 29253462, seated at Tylova 1/57, Jižní Předměstí, 301 00 Plzeň, registered in the Commercial Register maintained by the Regional Court in Plzeň, section B, file 1790 (hereinafter referred to as the "**Licensor**"), as a result of the development by the Licensor and as the Licensor's intellectual property, between the Licensor and the legal entity or natural person which obtained from the Licensor a licence to use the software products (hereinafter referred to as the "**Licensee**") under a licence agreement or other agreement with the Licensor.

2. These GLC apply to the following software products of the Licensor (hereinafter referred to as the "**Software**"):
- **Postprocesor** – the software converting data from the CAD/CAM system to the data language of the machine tool manufactured by the Licensor.
- **Simulator** – the software with a virtual copy of the machine tool manufactured by the Licensor, which makes it possible to virtually simulate, test and verify machining on the real machine tool manufactured by the Licensor.
The Software means the aforesaid software product as a whole, its parts, accessories and documentation for the Software. All modifications, changes, updates and new versions of the Software are deemed to be the Software.

II.
The Scope of Licence and the Rights and Obligations of the Licensor and the Licensee

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2. The Licensee is authorized to use the Software solely for the purpose for which the Software was developed and delivered, i.e. for the purpose of securing the running, operation and control of the machine tool for the control of which it was developed, to the extent of the use of all functions and properties.

3. The Licensee is not authorized to use the Software or any of its parts in a manner other than stated above.

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12. The Licensee is not authorized to develop or create any software derived from the Software of the Licensor.

13. The Licensee is not authorized to use the Software in a manner that may lead to a reduction of its value or to infringement of rights and interests of the Licensor.

14. The Licensor shall not hold liability for any damage caused by the operation of the Software on the computer equipment, software and any other equipment through which the Licensee exercises its licence rights. The Licensor shall not hold liability for any damage caused by the operation of the software on the machine tool manufactured and delivered by the Licensor.

REGISTRATION:
Regional Court in Pilsen,
section B, riper 1790
Id No: 29253462
VAT No: CZ29253462

Československá obchodní banka, a.s.
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IBAN: CZ36 0300 1752 8100 0402 2223 (EUR)
IBAN: CZ85 0300 1730 3200 0402 2223 (USD)

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15. The contracting parties are obliged to keep in secret all facts they learn in association with the use of the licence, must not provide such information to any third parties and must not use such information even for themselves, unless such information is generally known. The obligation of secrecy shall not apply to the cases when a contracting party is obliged to provide proprietary information on the grounds stipulated by law.

16. If the Licensee breaches any obligation or prohibition agreed in this article, the Licensee is obliged to pay the Licensor a contractual fine amounting to CZK 10,000,000 (ten million Czech crowns). The Licensor's entitlement to compensation for any damage caused is not thereby affected.

17. A breach of any of the provisions stated in this article is deemed to be a material breach of the licence agreement or other agreement under which the Licensor granted the Licensee the Software licence. The Licensor is authorized to withdraw from the licence agreement or similar agreement due to such a breach.
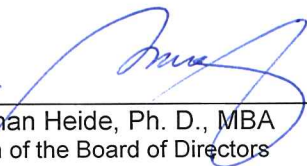
III.
Final Provisions
1. These GLC form an integral part of the licence agreement or other agreement under which the Licensor granted the Licensee the Software licence. In the licence agreement or other agreement under which the Licensor granted the Licensee the Software licence, the parties may agree on provisions derogating from GLC. The derogating provisions stipulated in such agreement shall take precedence over the provisions of GLC.
2. These GLC become effective at the moment of their publication, i.e. on 5 August 2019. The Licensor reserves the right to change or amend these GLC. At the moment of publication of new GLC, the preceding GLC shall expire; this however does not affect the rights and obligations arisen at the time when GLC in the preceding wording were in effect.

Ing. Otakar Quadrat
Member of the Board of Directors
and the Sales Director

V. z.
Ing. Roman Heide, Ph. D., MBA
Chairman of the Board of Directors
and the Managing Director