LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made between **Kentico Software Limited** (the "**LICENSOR**") and the undersigned Licensee, _____ (the "**LICENSEE**") effective as of <mark>[DATE]</mark> (the "**Effective Date**"). The LICENSOR and the LICENSEE are collectively referred to as the "**Parties**" or any of them individually as a "**Party**".

1.   INTRODUCTORY PROVISIONS

1.1   The LICENSOR has rights to license the Kentico CMS (Content Management System) computer program used for creation of web presentations (pages) and alteration of website content (website administration) (the "**Software**"). The technical specification and description of the functionality of the Software are contained in the Software´s documentation. The Software´s documentation is contained in Schedule 1 hereto, accessible from the Internet address http://devnet.kentico.com/Documentation.aspx, which forms an integral and inseparable part of this Agreement.

1.2   The LICENSOR offers the Software in the following editions: Kentico CMS Base, Kentico CMS Ultimate, Kentico EMS("**Software Editions**").. The LICENSOR also allows free use of an edition of the Software whereby the functionality of the Software is limited ("**Free Edition of the Software**"). Special provisions applicable to the Free Edition of the Software are contained in Schedule 5 to this Agreement. The LICENSOR also allows temporary free use of the various Software Editions in order to enable the LICENSEE to try the Software ("**Trial Edition of the Software**"). Special provisions relating to the Trial Edition of the Software are contained in Schedule 5 to this Agreement.

1.3   The Software, including its functionality, may be altered by LICENSOR by means of hotfixes, updates or upgrades. Individual development versions of the Software are labelled with Arabic numbers in the format x.y.z (e.g. version 1.2.1). When the Software is upgraded, the first figure increases. When the Software is updated, the second figure increases. When the Software is hotfixed, the third number increases. The LICENSOR shall make decisions concerning provision of Software hotfixes or updates entirely at LICENSOR's discretion and only for a period of time LICENSOR considers to be appropriate. Upgrades of the Software may be offered to the LICENSEE under the conditions set forth in Article 3 of this Agreement. The LICENSEE acknowledges that the development of the Software functionality as specified in this Section 1.3 may result in a change of the Software functionality and/or the Software documentation. LICENSEE shall be deemed to have accepted such changes to the functionality and/or the documentation upon implementation.

1.4   The LICENSEE acknowledges being sufficiently acquainted with the Software and its documentation prior to the execution of this Agreement and fully aware of Software's functionalities. LICENSEE is solely responsible for determining whether the Software is fit for LICENSEE's intended use of the Software.

2. SUBJECT MATTER OF THE AGREEMENT

2.1 The LICENSOR hereby grants to the LICENSEE the right to use the Software (license) according to the terms specified in this Agreement. The LICENSOR hereby undertakes to provide to the LICENSEE support services relating to the Software under the terms and conditions specified in Article 4 of this Agreement.

2.2 In consideration for the license and for the provision of support services described in this Agreement, the LICENSEE shall pay to the LICENSOR fees described in this Agreement.

3. MEANS AND EXTENT OF EXERCISING THE RIGHT TO USE THE SOFTWARE (LICENSE)

3.1 The license granted under this Agreement is perpetual, non-exclusive and limited to the use of the Software according to the terms of this Agreement.

3.2 The license shall be effective upon LICENSEE's payment of all sums required by Article 5 of this Agreement and LICENSOR's delivery of the Software license serial number (Section 9.1) to LICENSEE.

3.3 The LICENSEE may use the Software only for the purpose stated in this Agreement and in accordance with the function of the Software.

3.4 The LICENSEE is entitled to use the Software by making a copy of the Software for uploading and saving a web presentation in a computer – server memory, as well as for displaying, running and transmitting on the Internet, and for the purpose of making a web presentation accessible to the public. The extent of LICENSEE's use of the Software is dependent upon the variant of the Software Version that LICENSEE has licensed under this Agreement, as specified in Schedule 4 to this Agreement.

3.5 The LICENSEE may not disseminate copies of the Software made in accordance with Section 3.4 of this Agreement.

3.6 The LICENSEE may not assign or sub-license its rights under this Agreement, whether wholly or partially, to a third party without the prior written consent of the LICENSOR. Any authorized transferee of the Software will be bound by the terms and conditions of this Agreement and, upon such authorized transfer, LICENSEE's license is automatically terminated.

3.7 Notwithstanding Section 3.6, above, the LICENSEE is entitled to permit any Affiliate of LICENSEE to use the Software for administration of web presentations. For purposes of this Agreement, "Affiliate" means any other person or entity which, directly or indirectly, controls or is controlled by or is under common control with such person or entity. A person shall be deemed to be "controlled by" any other person or entity if such person or entity possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such person or entity whether by contract, ownership of voting securities, membership interests or otherwise. An Affiliate shall not be deemed a third party for purposes of Section 3.8 of this Agreement. Any act or omission by such Affiliate shall be deemed the act or omission of LICENSEE for all purposes of this Agreement and LICENSEE shall be liable therefor in the same manner as if such act or omission were the act or omission of LICENSEE.

3.8 Notwithstanding Section 3.6, above, in the case of the "Server Small Business License for 50 Sites" variant of the Software, the LICENSEE is entitled to use the Software for development and administration of web presentations of third parties provided that the LICENSEE secures the development and administration of such a web presentation for such third party.

3.9 The LICENSEE may make a single backup copy of the Software for archival purposes. LICENSEE must reproduce and include LICENSOR's copyright and other intellectual property rights notices on the backup copy of the Software. The LICENSEE shall with due care protect such copies against misuse.

3.10 If the LICENSOR provides the source code of the Software to the LICENSEE,

3.10.1 The LICENSEE shall be entitled to use the source code for the sole purpose of modifying the Software in connection with LICENSEE's use of the Software for its internal business purposes; and

3.10.2 The LICENSEE shall with due care protect the source code against misuse or disclosure to any third party;

3.10.3 The use of the source code is bound to LICENSEE's use of the Software licensed under this Agreement, and LICENSEE shall not sell, transfer, or license the source code independently without the accompanying license for the Software licensed under this Agreement.

3.11 If the LICENSEE is not provided with the source code of the Software according to Section 3.10 of this Agreement, the LICENSEE shall not by any means translate, process, alter or otherwise modify the Software, with the exception of those parts of the Software code which are provided to the LICENSEE in the form of a source code, and are marked as such by the LICENSOR.

3.12 Regardless of whether the LICENSEE is provided with the source code of the Software or not, the LICENSEE is not entitled to use the functionalities of the Software, use of which is disabled in the source code of the provided Software Edition or version (i.e. the functionalities hidden in the provided Software Edition or version). Further, the LICENSEE shall not enable the functionalities of the Software according to the previous sentence by any means, especially by means of any modification of the source code of the Software or use of its own code.

3.13 The license granted to the Software licensed by LICENSEE under this Agreement shall also apply to any hotfixes or updates of the Software.

3.14 LICENSEE hereby acknowledges and confirms that LICENSOR provided LICENSEE with license conditions of open-source solutions used within the Software.

3.15 If later versions of the Software are provided to LICENSEE under different license conditions than those specified in this Agreement, the LICENSOR shall inform the LICENSEE of such conditions.

4. LICENSOR'S SUPPORT SERVICES - TECHNICAL SUPPORT, TRAINING, CONSULTING

4.1   In connection with the provision of the Software licensed under this Agreement, the LICENSEE may use support services – technical support provided by the LICENSOR. The LICENSOR's support services – technical support consist of solving functional and user problems of the Software including providing technical support through means of distant communication (telephone, e-mail, web form). The e-mail address of support services – technical support is support@kentico.com and the support services – technical support web form address is located at www.kentico.com/Support/Submit-support-question.

4.2   The LICENSOR provides support services – technical support in periods of one year ("Service Period"). The first Service Period shall run from the moment when the Software license keys are handed over to the LICENSEE and shall end one (1) year thereafter. Each following Service Period shall last one year from the expiration of the preceding Service Period. Fees for support services – technical support during the first Service Period are included in the license fee. Support services – technical support for all subsequent Service Periods are provided only if the LICENSEE ordered support services – technical support and paid the applicable fee for such support services – technical support according to Section 5.2 of this Agreement for the applicable Service Period, as well as any fees owing for prior Service Periods that remain unpaid.

4.3   Support services – technical support according to this Agreement include provision of Software updates made by the LICENSOR.

4.4   In case the subject matter of this Agreement is the license to the Software in the version including support services of training and consulting, the LICENSOR shall provide the LICENSEE upon request with these services in the following extent:

4.4.1   Training. Includes general advisory in use of the Software, especially consisting of presentation of functionalities of the Software and demonstration of its practical use. Unless agreed otherwise, the services will be provided through means of distant communication.

4.4.2   Consulting. Includes advisory in practical use of the Software in specific cases.

4.5   Training and consulting services shall be provided at the time chosen by the LICENSOR within a reasonable period of time from the delivery of LICENSEE´s request to the LICENSOR.

4.6   The obligation to provide the services of training and consulting takes effect from the moment when the Software license keys are handed over to the LICENSEE and terminates twelve (12) months thereafter.

5. LICENSE FEES

5.1   In return for the provision of the license according to the terms of this Agreement, the LICENSEE shall:

5.1.1   Pay to the LICENSOR a one-time license fee in the amount specified in the LICENSOR's price list then in effect on the day when this Agreement is executed ("LICENSOR's Price List"). The LICENSOR's Price List is contained

in Schedule 2 to this Agreement, which forms an integral and inseparable part of this Agreement. Notwithstanding the foregoing, in special circumstances, LICENSOR may offer alternative pricing for the Software. If Schedule 2 to this Agreement provides for alternative pricing, then the license fee payable shall be the fee set forth on Schedule 2, in which case LICENSOR's Price List shall not apply. The one-time license fee is due on or before LICENSOR's delivery of the license serial number to LICENSEE, which permits LICENSEE to generate license keys and download the Software, as described in Section 9.1 of this Agreement.

5.2   Support fees for each Service Period (except for the first Service Period, which is included in the one-time license fee) shall be in the amount specified in the LICENSOR's Price List then in effect on the first day of the applicable Service Period. The LICENSEE and LICENSOR agree that the support fees are lump-sums, which belong to the LICENSOR in full regardless whether the support services – technical support were actually provided during the respective Service Period, and regardless of the actual extent of the provided support services – technical support, i.e. in case the support services – technical support were not used by the LICENSEE, the LICENSEE has got no right to any refund. The support fees payable for each Service Period are due on or before the start of the applicable Service Period. If the LICENSEE places an order for support services – technical support later than 30 days after the start of the applicable Service Period, the support fees payable for such Service Period shall be equal to 1.5 times the sum of the full annual support fee for the applicable Service Period (partial years are not pro-rated), and any unpaid support fees for the preceding Service Periods. The LICENSOR shall not be obliged to provide the support services – technical support to the LICENSEE until the LICENSEE pays all amounts specified in this Section 5.2.

5.3   The LICENSEE understands and acknowledges that the LICENSOR's Price list is subject to change from time to time. Pricing for subsequent licenses purchased shall be according to LICENSOR's Price List then in effect at the time of purchase. Changes in LICENSOR's Price List are not applied retroactively to prior license purchases.

5.4   Amounts payable to LICENSOR under this Agreement are payable either by:

5.4.1   Bank transfer to the Licensor's account with Citibank, Account number: 10710350, Sort code: 185008, SwiftBIC: CITIGB2L, IBAN: GB12CITI18500810710350 ('**Licensor's Bank Account**')

5.4.2   Check payment

5.4.3   Credit or debit card

5.5   In the event of LICENSEE's default in the payment obligations under this Agreement or if LICENSEE otherwise fails to comply with the terms of this Agreement, the LICENSOR shall be entitled to suspend or limit the LICENSEE's use of the Software (including suspension of the operation of a website administered with the use of the Software) and any support services. Any limitation of the ability to use the Software according to the previous sentence does not affect the LICENSOR's right to receive license fees or support fees according to this Agreement.

5.6 In the event that the LICENSEE is overdue with the payment of any fees due under this Agreement, in addition to any other remedy available to LICENSOR, the LICENSOR shall be entitled to interest on late payment amounting to 0.03% of the sum owed for each day of default.

6. FREE VERSION AND TRIAL VERSION OF THE SOFTWARE

6.1 Special provisions relating to the Free Version of the Software and Trial Version of the Software are incorporated in Schedule 5 to this Agreement.

7. WITHDRAWAL FROM THIS AGREEMENT

7.1 Except as restricted by Section 7.3, the LICENSEE is entitled to withdraw from this Agreement without cause within thirty (30) days of the Effective Date. A withdrawal from this Agreement becomes effective upon LICENSOR's receipt of notice of withdrawal.

7.2 A withdrawal from this Agreement according to Section 7.1 of this Agreement shall result in the expiration of the LICENSEE's license to use the Software according to this Agreement. Upon expiration, the LICENSOR shall promptly return to the LICENSEE the amount paid hereunder, if LICENSEE's withdrawal occurs within the 30-day period specified in Section 7.1. The LICENSEE shall delete or remove all copies of the Software in all its forms available to them LICENSEE.

7.3 The LICENSEE is entitled to withdraw from this Agreement without cause according to Section 7.1 only when using the following variants of the Software: Server License for 10 Sites, Server License for Unlimited Sites, Server Small Business License for 50 Sites, when using the Software Edition "Enterprise Marketing Solution (EMS)" or if the source code of the Software has been provided to the LICENSEE; however LICENSEE is not entitled to a refund of the amounts paid hereunder.

7.4 Either the LICENSOR or the LICENSEE may withdraw from this Agreement if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach is delivered to such Party. A withdrawal according to this Section 7.4 shall result in the expiration of the LICENSEE's license to use the Software according to this Agreement. If the withdrawal is due to LICENSOR's breach of this Agreement, the LICENSOR shall promptly return to the LICENSEE a refund equal to the product obtained by multiplying the license fees actually paid by LICENSEE for the license, times a fraction, the numerator of which is the number of months then remaining until the third anniversary of the Effective date of this Agreement, and the denominator of which is thirty six, and further any pro-rated portion of paid support fees for the Service Period during which the withdrawal from this Agreement occurred. If the withdrawal is due to LICENSEE's breach of this Agreement or termination by LICENSOR under Section 7.5 below, LICENSEE shall not be entitled to any refund.

7.5 The LICENSOR may terminate this Agreement if the LICENSEE has proceedings instituted by or against LICENSEE in bankruptcy or under insolvency laws or for reorganization, receivership, dissolution or liquidation; or has had an assignment for the benefit of creditors; or has become insolvent.

7.6 Any suspension of the use of the Software under Section 5.5 of this Agreement shall include suspension of the operation of a website administered with the use of the

Software. Withdrawal from or termination of this Agreement by LICENSOR according to the Sections 7.4 or 7.5 hereof or any other limitation of the ability to use the Software due to the provisions of such Sections does not affect the LICENSOR's right to receive and retain license fees or support fees for the provision of support services under this Agreement.

8. ASSIGNMENT

8.1 In connection with any permitted assignment of this Agreement, the LICENSEE may only assign rights and obligations hereunder to a third party on the condition that the third party acknowledges and agrees in writing to the obligations of LICENSEE under this Agreement.

8.2 In addition, in connection with any permitted assignment of this Agreement, the LICENSEE shall inform the LICENSOR in advance and in writing of any assignment of rights and obligations hereunder according to Section 8.1 hereof. LICENSEE shall also provide LICENSOR with the notification of assignment, the identification details of the assignee, including the name, address, and contact numbers.

8.3 If the LICENSEE has been provided with the source code of the Software, the LICENSEE shall be entitled, when assigning rights and obligations arising from this Agreement according to Section 8.1 of this Agreement, to provide the source code of the Software to the assignee, including a source code of the Software modified according to Section 3.10.1 of this Agreement. In the event that rights and obligations arising from this Agreement are assigned to a Third Party, the LICENSEE´s rights under this agreement are terminated and the LICENSEE shall delete or destroy all copies of the Software and all copies of the source code of the Software which are available to the LICENSEE.

8.4 The LICENSEE acknowledges and agrees that the LICENSOR may assign or sub-contract any of its rights or obligations hereunder.

9. HANDOVER AND ACCEPTANCE OF THE SOFTWARE

9.1 LICENSOR shall provide to the LICENSEE a license serial number after LICENSEE has paid the one-time license fee in full according to Section 5.1 of this Agreement. Upon receipt of the license serial number, LICENSEE is permitted to generate a license key to the applicable Software by registering the license serial number through LICENSOR's client portal and is permitted to download copies of the Software from LICENSOR's server. If the Software is used in development or testing of a web presentation or for the purposes of a staging server in accordance with Schedule 4 to this Agreement, the LICENSEE shall be permitted to generate additional license keys as needed.

10. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

10.1 The LICENSOR is entitled to use the business name of the LICENSEE for marketing purposes as references in all types of promotional materials (irrespective of the form of these promotional materials or the form by which they are communicated) providing

that the LICENSEE does not notify the LICENSOR in writing that LICENSEE does not consent to such use.

10.2 Modifications of the Software resulting from carrying out hotfixes or updates of the Software by the LICENSOR shall be provided to the LICENSEE.

10.3 The Software is provided to the LICENSEE on a white label basis, in which case, LICENSEE may use LICENSEE's own logo and design in the Software.

10.4 The LICENSEE is solely liable for collection and any other means of processing of any personal data entered, uploaded or distributed in using the Software. Further the LICENSEE shall ensure the processing of the personal data is executed in accordance with the applicable law.

11. LIABILITY

11.1 LICENSOR does not warrant that the functions contained in the Software will meet LICENSEE´s requirements or that the operation of the Software will be uninterrupted or error-free. LICENSEE assumes full responsibility for the selection of the Software to achieve LICENSEE's intended results and for the installation, use, and results obtained from the Software.

11.2 The LICENSEE acknowledges that a functionality lacking in the Software which is not expressly stated in the Software's documentation shall not be considered a defect in the Software.

11.3 The LICENSEE shall check the functionality and conformity of the Software with the Software documentation within ten days after the handover of the Software according to Article 9 of this Agreement.

11.4 LICENSEE shall test the Software thoroughly and comprehensively before the Software is released into common use within the LICENSEE's business or a business of other third persons (including testing of interoperability of the Software with other computer programs or other components).

11.5 The LICENSEE acknowledges that the LICENSOR shall not be liable for defects of the Software resulting from unlawful or un-permitted interferences with the Software or from the LICENSEE or third parties' use of the Software contrary to the Software documentation.

11.6 The LICENSEE further acknowledges that the LICENSOR shall not be responsible for the functionality of the LICENSEE's data network, functionality of a public data network, functionality of the LICENSEE's hardware, backing-up of data by the LICENSEE, for the state of other programs used by the LICENSEE or for any potential interference by third parties with other programs used by the LICENSEE.

11.7 IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL LICENSOR'S LIABILITY FOR

DAMAGES TO LICENSEE OR ANY OTHER PERSON EVER EXCEED THE AMOUNT OF USD 100 (ONE HUNDRED UNITED STATES DOLLARS), REGARDLESS OF THE FORM OF THE CLAIM.

12.   THIRD PARTY RIGHTS

12.1   The LICENSEE acknowledges that the Software contains solutions used within the Software, Commercial Third Party Components, which are works or materials protected by third party rights. These works or materials are, in particular, computer programs and graphic works in electronic form, as referenced in Schedule no. 3 to this Agreement – Third Party Components.

12.2   The LICENSEE acknowledges that the use of works or materials protected by third party rights are governed by license arrangements with third parties having rights to these works or materials.

12.3   LICENSEE hereby acknowledges and confirms that LICENSOR provided LICENSEE with license conditions of open-source solutions used within the Software, and that the LICENSEE has reviewed and understands those license conditions and agrees that LICENSEE's use of the Software is subject to such content.

12.4   The LICENSEE acknowledges that the use of each object protected by copyright according to Section 12.1 of this Agreement is governed by license arrangements with third parties. LICENSEE WILL INDEMNIFY LICENSOR FOR ANY COSTS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY CLAIMS AGAINST LICENSOR DUE TO ACTIONS OF THE LICENSEE WHICH ALLEGEDLY VIOLATE THE TERMS OF THE LICENSE AGREEMENT WITH THIRD PARTY.

12.5   LICENSOR shall indemnify, defend and hold LICENSEE and its officers, members, directors, employees and agents harmless from any claims and shall pay all damages, costs, fees and expenses (including attorneys' fees and expenses) relating to any claim, action, suit or other proceeding (a "**Claim**"): (a) alleging facts that, if true, would cause LICENSOR to be in breach of any of its representations, warranties, agreements or covenants under this Agreement; or (b) relating to any act or failure to act by LICENSOR, its subcontractors, or their respective employees while on the premises of or remotely accessing the computers of LICENSEE. LICENSEE shall give LICENSOR prompt notice of any such Claim and shall provide LICENSOR with reasonable assistance, at LICENSOR's expense, that LICENSOR may request in connection with the defense of such a claim. The defence of such Claim shall be conducted by LICENSOR with counsel selected by LICENSOR and approved by LICENSEE (such approval not to be unreasonably withheld or delayed), provided that LICENSEE shall have the right to participate in such defense through separate counsel of its own choosing retained at LICENSEE´s expense. No settlement that imposes any liability or obligation on LICENSEE or that prevents LICENSEE from continuing to use the Software as provided herein shall be made without the prior written consent of the LICENSEE. If the Software becomes, or in LICENSOR's opinion is likely to become, the subject of an infringement or misappropriation claim, LICENSOR shall, at LICENSOR's option, (i) promptly procure a license for LICENSEE, at no cost to LICENSEE, to allow LICENSEE to continue using the Software or (ii) modify the

Software without diminishing its functional capabilities to make it non-infringing. If neither of the foregoing is feasible or otherwise commercially reasonable, LICENSOR shall have the right to terminate this Agreement and promptly refund to LICENSEE all amounts paid by LICENSEE hereunder. LICENSOR's refund shall not constitute an election of remedies by LICENSEE or otherwise limit the rights and remedies available to LICENSEE under this Agreement or otherwise. It is understood that any Software provided to LICENSEE pursuant to this paragraph shall be deemed part of the Software and covered by all of LICENSOR's covenants, warranties, representations and indemnities as for the Software initially provided hereunder, including coverage under the auxiliary services. Notwithstanding the foregoing, LICENSOR shall have no obligation to the LICENSEE with respect to any infringement claim if the Software is being used not in accordance with this Agreement, if the Software has been modified by the LICENSEE or any third party, or if such infringement claim is based upon the combination, operation, or use of the Software with any other Software, product, device, or equipment, if LICENSEE's liability for such infringement claim would have been avoided in the absence of such modification, combination, use, or operation.

13. CONFIDENTIALITY

13.1 Unless expressly agreed otherwise by the parties in writing, all information which forms part of the LICENSOR's trade secrets shall be deemed confidential, including particular principles, methods and processes that the Software is based on (including the source code of the Software) or other technical know-how of the LICENSOR. The license keys generated according to Section 9.1 of this Agreement are confidential information according to this Agreement. Confidential information also includes information that the LICENSEE obtains when using the LICENSOR's support services.

13.2 The LICENSEE shall not disclose confidential information of LICENSOR or use confidential information of LICENSOR in any manner other than as required to use the Software or in any manner that would be contrary to the LICENSOR's interests without the written consent of the LICENSOR. The LICENSEE undertakes to ensure that the confidentiality obligations of LICENSEE under this Agreement are also observed by LICENSEE's officers, directors, managers, employees, representatives, or other persons to whom the LICENSEE has granted access to confidential information or the administration of the Software.

13.3 Information which has become known to the public without any fault on the part of the receiving Party shall not be considered to be confidential information according to this Agreement.

13.4 LICENSOR is entitled to collect data related to use of the Software by the LICENSEE for the purpose of improvement of the product and verification of compliance of the use of the Software with license terms. Such data shall contain information regarding the frequency of use of individual parts of the Software and error logs. The collected data shall not contain any particular data created by the LICENSEE, personal data, sensitive data or data on the activities of particular users. Method of collection and a detailed specification of the collected data are contained in the Software's documentation. LICENSOR is entitled to change the scope and method of collection of the data

unilaterally provided the conditions set forth above in this Section 13.4 are fulfilled. Any such change shall be noted in the Software's documentation.

13.5 As a result of the performance of this Agreement, the LICENSOR may gain access to personal data (as defined in the General Data Protection Regulation [Regulation (EU) 2016/679] ["**GDPR**"]) of the LICENSEE or other persons controlled or processed by the LICENSEE. The Parties undertake to comply with the rules specified in the Schedule no. 6 hereof regarding protection and processing of the personal data.

14. EFFECT OF THE AGREEMENT

14.1 This Agreement shall be effective as of the Effective Date.

14.2 Upon termination of this Agreement by withdrawal, revocation or due to any other reason, the LICENSEE's right to use the Software will terminate, and LICENSEE shall immediately cease all use of Software and other LICENSOR materials to which such license applies and LICENSEE shall delete or destroy all copies of the Software available to LICENSEE, regardless of form. The LICENSOR reserves the right to require the LICENSEE to show satisfactory proof that all copies of the Software have been uninstalled and, if so requested by the LICENSOR, destroyed or returned to LICENSOR at its option.

15. MISCELLANEOUS PROVISIONS

15.1 The provisions of liability limits in Article 11, indemnification obligations in Article 12, confidentiality provisions in Article 13, Section(s) 15.2, 15.3 and 15.4 shall survive the termination of or withdrawal from the Agreement, together with any other provision or portion thereof which by its terms logically should survive.

15.2 The LICENSOR will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond LICENSOR's reasonable control.

15.3 This Agreement, as well as rights and obligations arising from or in connection with it, shall be governed by the laws of England and Wales without regard to choice of law rules.

15.4 The LICENSEE and LICENSOR hereby submit generally, unconditionally and exclusively to the jurisdiction of England and Wales courts to decide any disputes(s) regarding the rights and obligations arising out of this Agreement.

15.5 Should any term, condition, provision or part of this Agreement be found to be unlawful, invalid, illegal or unenforceable, that portion shall be deemed null and void and severed from the Agreement for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and the remainder of the Agreement shall remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either party of a material part of what it bargained for in entering into this Agreement.

15.6 This Agreement represents a complete agreement of the Parties with regards to the subject matter of this Agreement and it supersedes any prior agreements of the Parties with regards to the subject matter of this Agreement (including previous license

agreements between the LICENSOR and the LICENSEE). This Agreement supersedes all information provided by the LICENSOR to the LICENSEE before the Effective Date of this Agreement, including all information contained on the LICENSOR's website (excluding schedules to this Agreement).

15.7   The following form an inseparable part of this Agreement:

15.7.1   Schedule no. 1 – Software documentation located at the Internet address http://devnet.kentico.com/Documentation.aspx

15.7.2   Schedule no. 2 – The LICENSOR's Price List

15.7.3   Schedule no. 3 – Third Party Components

15.7.4   Schedule no. 4 – List of the variants of the Software licenses

15.7.5   Schedule no. 5 – Provisions relating to the Free Edition of the Software and Trial Edition of the Software

15.7.6   Schedule no. 6 – Rights and obligations of the Parties relating to the protection and processing of personal data

Kentico Software Limited   **[LICENSEE]**
68 Lombard Street, London, England, EC3V 9LJ, UK
Company registration number 03902803, registered in England and Wales with company no. 07584637

LICENSOR   LICENSEE

Represented by: _____   Represented by: _____

Title: _____   Title: _____

Signature: _____   Signature: _____

Date: _____   Date: _____

Schedule no. 2 of the License Agreement

LICENSOR's Price List is located at the Internet addresses http://www.kentico.com/Purchase/Price-List/Kentico-CMS, http://www.kentico.com/Purchase/Price-List/Kentico-EMS and http://www.kentico.com/Purchase/Price-List/Maintenance.

If alternative pricing applies to this License Agreement, such pricing terms are set forth below, in which case the LICENSOR's Price List (referenced above) shall not apply.

QTY	Item	Price (GBP)	Extended Price (GBP)
	Total Price:		

Subscription

The license includes a Software Maintenance subscription for the first year after purchase. After the first year, the Software Maintenance subscription renewal is optional and you can keep using the license without renewing the Software Maintenance subscription. The annual Software Maintenance renewal cost for the proposed license(s) above is: GBP **xx,xxx.xx per year.**

Discounts can be applied with extended maintenance agreements.

Example: **GBP** xx,xxx.00 for 1 years extended maintenance

GBP xx,xxx.xx for 2+ years extended maintenance

Schedule no. 3 of the License Agreement – Third Party Components

A. <u>MIT License</u>

1. FancySelect
(https://raw.githubusercontent.com/paulstraw/FancySelect/master/LICENSE)
2. BX Slider (https://raw.githubusercontent.com/stevenwanderski/bxslider-4/master/LICENSE.md)
3. Bootstrap (https://raw.githubusercontent.com/twbs/bootstrap/master/LICENSE)
4. CodeMirror (http://codemirror.net/LICENSE)
5. normalize.css
(https://raw.githubusercontent.com/necolas/normalize.css/master/LICENSE.md)
6. JsPlumb (https://raw.githubusercontent.com/jsplumb/jsplumb/master/jsPlumb-LICENSE.txt)
7. Lightbox 2 (https://raw.githubusercontent.com/lokesh/lightbox2/master/LICENSE)
8. RequireJS (http://requirejs.org/)
9. AngleSharp
(https://raw.githubusercontent.com/AngleSharp/AngleSharp/master/LICENSE)
10. jQueryDndPageScroll (https://github.com/martindrapeau/jQueryDndPageScroll)
11. Sortable (https://github.com/RubaXa/Sortable)
12. PreMailer.Net
(https://raw.githubusercontent.com/milkshakesoftware/PreMailer.Net/master/LICENSE)
13. Vis.js (http://visjs.org/#licenses)
14. CSV-JS (https://github.com/gkindel/CSV-JS)
15. Data.HashFunction (https://github.com/brandondahler/Data.HashFunction)
16. Select2 (https://raw.githubusercontent.com/select2/select2/develop/LICENSE.md)
17. angular-ellipsis (https://raw.githubusercontent.com/dibari/angular-ellipsis/master/LICENSE)
18. AngularUI (http://angular-ui.github.io/)
19. Magnific-Popup (https://raw.githubusercontent.com/dimsemenov/Magnific-Popup/master/LICENSE)
20. Jcrop (http://deepliquid.com/content/Jcrop.html)
21. LoDash (https://lodash.com/)
22. domReady (https://raw.githubusercontent.com/requirejs/domReady/master/LICENSE)
23. jQuery UI Layout Plug-in (http://layout.jquery-dev.com/)
24. jQuery Mobile (http://jquerymobile.com/)
25. jQuery JavaScript Library (http://jquery.com/)
26. jQuery Cookie plugin (https://raw.githubusercontent.com/carhartl/jquery-cookie/master/MIT-LICENSE.txt)
27. jQuery CloudCarousel plugin
(https://github.com/specious/cloud9carousel/tree/32df63d07096911e3e48b5a721c4c46c1c6f74e8)
28. Mono.Cecil (https://github.com/jbevain/cecil/wiki/License)
29. html5shiv (https://github.com/afarkas/html5shiv)
30. AngularJS (https://angularjs.org/)
31. Json.NET (http://james.newtonking.com/json)
32. .NET Foundation (https://raw.githubusercontent.com/dotnet/core-setup/master/LICENSE.TXT)
33. .NET Foundation and Contributors
(https://raw.githubusercontent.com/dotnet/corefx/master/LICENSE.TXT)

34. Babel (https://raw.githubusercontent.com/babel/babel/master/LICENSE)
35. Draggable
   (https://raw.githubusercontent.com/Shopify/draggable/master/LICENSE.md)
36. html5sortable
   (https://raw.githubusercontent.com/lukasoppermann/html5sortable/master/LICENSE.md)
37. InversifyJS (https://raw.githubusercontent.com/inversify/InversifyJS/master/LICENSE)
38. Normalizr
   (https://raw.githubusercontent.com/paularmstrong/normalizr/master/LICENSE)
39. query-string (https://raw.githubusercontent.com/sindresorhus/query-string/master/license)
40. Redux (https://raw.githubusercontent.com/reduxjs/redux/master/LICENSE.md)
41. Redux Thunk (https://raw.githubusercontent.com/reduxjs/redux-thunk/master/LICENSE.md)
42. Stencil (https://raw.githubusercontent.com/ionic-team/stencil/master/LICENSE)
43. Stickyfill (https://raw.githubusercontent.com/wilddeer/stickyfill/master/LICENSE)
44. Vue (https://raw.githubusercontent.com/vuejs/vue/dev/LICENSE)
45. vue-clickaway
   (https://raw.githubusercontent.com/simplesmiler/vue-clickaway/master/LICENSE)
46. MediumEditor
   (https://raw.githubusercontent.com/yabwe/medium-editor/master/LICENSE)

47. DropzoneJS (https://raw.githubusercontent.com/enyo/dropzone/master/LICENSE)
48. core-js (https://raw.githubusercontent.com/zloirock/core-js/master/LICENSE)
49. Inputmask
   (https://raw.githubusercontent.com/RobinHerbots/Inputmask/4.x/LICENSE.txt)
50. SimpleBar (https://raw.githubusercontent.com/Grsmto/simplebar/master/LICENSE)
51. Autofac (https://raw.githubusercontent.com/autofac/Autofac/develop/LICENSE)
52. X.PagedList
   (https://raw.githubusercontent.com/ernado-x/X.PagedList/master/LICENSE)
53. TestStack
   (https://raw.githubusercontent.com/TestStack/TestStack.FluentMVCTesting/master/LICENSE.txt)

B. Apache License

1. Windows Storage Azure (https://raw.githubusercontent.com/WindowsAzure/azure-sdk-for-net/master/LICENSE.txt)
2. Lucene.NET library (http://lucenenet.apache.org/)
3. MaxMind GeoIP2 (https://raw.githubusercontent.com/maxmind/GeoIP2-dotnet/master/LICENSE)
4. MaxMind.Db (https://raw.githubusercontent.com/maxmind/MaxMind-DB-Reader-dotnet/master/LICENSE)
5. LINQToTwitter
   (https://raw.githubusercontent.com/JoeMayo/LinqToTwitter/master/License.txt)
6. Castle Windsor (https://www.nuget.org/packages/Castle.Windsor)
7. Castle Core (https://www.nuget.org/packages/Castle.Core)
8. GlobalLink.Connect (https://www.nuget.org/packages/GlobalLink.Connect/)

9. Twitter text (https://raw.githubusercontent.com/twitter/twitter-text/master/LICENSE)
10. The Reactive Extensions for .NET
    (https://raw.githubusercontent.com/dotnet/reactive/master/LICENSE)
11. Selenium (http://www.seleniumhq.org/about/license.jsp)
12. Facebook SDK for .NET (https://raw.githubusercontent.com/facebook-csharp-sdk/facebook-csharp-sdk/master/LICENSE.txt)
13. Nuget.Core (https://raw.githubusercontent.com/NuGet/NuGet2/master/LICENSE.txt)
14. XMLUnit.NET
    (https://raw.githubusercontent.com/xmlunit/xmlunit.net/master/LICENSE)
15. Microsoft Ajax Minifier (https://www.nuget.org/packages/AjaxMin)
16. ILRepack (https://raw.githubusercontent.com/gluck/il-repack/master/LICENSE)
17. Metadata Reflection API (https://raw.githubusercontent.com/rbuckton/reflect-metadata/master/CopyrightNotice.txt)
18. uuid (https://raw.githubusercontent.com/ramsey/uuid/master/LICENSE)

C. BSD License

1. SoundManager 2 (http://www.schillmania.com/projects/soundmanager2/license.txt)
2. NSubstitute
   (https://raw.githubusercontent.com/nsubstitute/NSubstitute/master/LICENSE.txt)
3. Ajax Control Toolkit
   (https://raw.githubusercontent.com/DevExpress/AjaxControlToolkit/master/LICENSE.txt)
4. Antlr
   (https://www.antlr3.org/license.html)

D. GNU Lesser General Public License (LGPL)

1. CKEditor 4 (https://ckeditor.com/legal/ckeditor-oss-license/)
2. Tooltips DHTML Library software (http://www.walterzorn.de/en/tooltip/tooltip_e.htm)
3. PDF Clown (http://www.stefanochizzolini.it/en/projects/clown/index.html) The
   modified source code can be found at http://download.kentico.com/PDFClown.zip.
   Modified blocks of code are marked by /* CMS */ and /* CMS End */ comments
4. UDE - C# port of Mozilla Universal Charset Detector
   (https://raw.githubusercontent.com/errepi/ude/master/license/lgpl-2.1.txt)

E. Public Domain License (CC0 1.0)

1. OpenPop.NET (http://hpop.sourceforge.net/)

F. Microsoft Public License

1. DotNetOpenAuth
   (https://raw.githubusercontent.com/DotNetOpenAuth/DotNetOpenAuth/develop/LICENSE.txt)

G. Microsoft Software License Terms

1. Microsoft Open XML SDK 2.0 for Microsoft Office
   (http://www.microsoft.com/download/en/details.aspx?id=5124)
2. Internet Information Services (IIS) 8.0 Express (http://www.microsoft.com/en-us/download/details.aspx?id=34679)

3. SQL Server 2012 Express LocalDB (http://www.microsoft.com/en-us/download/details.aspx?id=29062)
4. Microsoft SQL Server 2012 Native Client (http://www.microsoft.com/en-us/download/details.aspx?id=29065)
5. Microsoft .NET Framework 4.6 (https://www.microsoft.com/en-us/download/details.aspx?id=48130)
6. Microsoft .NET Framework 4.6 Language Pack (http://www.microsoft.com/en-us/download/details.aspx?id=48135)
7. Microsoft .NET Framework 4.7 (https://www.microsoft.com/en-us/download/details.aspx?id=55170)
8. Microsoft .NET Framework 4.7 Language Pack (https://www.microsoft.com/en-us/download/details.aspx?id=55169)
9. Windows Identity Foundation SDK 4.0 (https://www.microsoft.com/en-us/download/details.aspx?id=4451)
10. Web API (http://www.microsoft.com/web/webpi/eula/net_library_eula_enu.htm)
11. Microsoft SharePoint Client Components (https://www.nuget.org/packages/Microsoft.SharePointOnline.CSOM)
12. Microsoft SQL Server Data-Tier Application Framework (https://www.microsoft.com/en-us/download/details.aspx?id=53013)
13. Microsoft CodeDOM Providers for .NET Compiler Platform (https://www.nuget.org/packages/Microsoft.CodeDom.Providers.DotNetCompilerPlatform)
14. Microsoft .Net Compilers (https://www.nuget.org/packages/Microsoft.Net.Compilers)
15. Microsoft ASP.NET Web Pages (https://www.microsoft.com/web/webpi/eula/WebPages_2_eula_ENU.htm)
16. Microsoft ASP.NET Model View Controller (https://raw.githubusercontent.com/aspnet/Mvc/release/2.2/LICENSE.txt)
17. Microsoft OData .NET Libraries (http://www.odata.org/documentation/odatacomponent_rtw_enu.htm)
18. Windows Azure Configuration Manager 2.0.2 (https://www.nuget.org/packages/Microsoft.WindowsAzure.ConfigurationManager/2.0.2)
19. Microsoft Azure Search (https://raw.githubusercontent.com/Microsoft/dotnet/master/LICENSE)
20. Microsoft Rest ClientRuntime Azure (https://raw.githubusercontent.com/Microsoft/dotnet/master/LICENSE)
21. Microsoft Rest ClientRuntime (https://raw.githubusercontent.com/Microsoft/dotnet/master/LICENSE)
22. Microsoft Spatial (http://go.microsoft.com/?linkid=9809688)
23. Microsoft Build Engine (https://www.microsoft.com/net/dotnet_library_license.htm)
24. Microsoft Build Framework (https://www.microsoft.com/net/dotnet_library_license.htm)
25. Microsoft Build (https://www.microsoft.com/net/dotnet_library_license.htm)
26. Microsoft Xml Document Transformation (https://www.microsoft.com/web/webpi/eula/microsoft_web_xmltransform.htm)
27. Microsoft Web Services Enhancements (WSE) 3.0 for Microsoft .NET (http://www.microsoft.com/download/en/details.aspx?id=14089)
28. Microsoft Data Edm (https://www.nuget.org/packages/Microsoft.Data.Edm/)
29. Microsoft Data Services Client (https://www.nuget.org/packages/Microsoft.Data.Services.Client/)
30. WebGrease (https://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_ENU.htm)
31. Microsoft ASP.NET Identity (https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm)
32. Microsoft Bcl (https://www.microsoft.com/net/dotnet_library_license.htm)

33. Microsoft ASP.NET Web Optimization
(https://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_enu.htm)

H. Others

1. Amazon web services (https://aws.amazon.com/agreement/)
2. PT Sans webfont by Paratype (https://fonts.google.com/specimen/PT+Sans)
3. Open Source QRCode Library (https://www.codeproject.com/info/cpol10.aspx)
4. Underscore
(https://raw.githubusercontent.com/jashkenas/underscore/master/LICENSE)
5. NUnit (https://github.com/nunit/docs/wiki/License)
6. PayPal .NET SDK (https://raw.githubusercontent.com/paypal/PayPal-NET-SDK/develop/LICENSE.txt)
7. Photos from http://www.istockphoto.com, http://www.shutterstock.com and http://www.flickr.com. These photos are only provided as sample content and in no case may they be used for public web sites unless the Licensee purchases the appropriate photo license.
8. IconExperience icons from INCORS GmbH – (http://www.iconexperience.com). The Licensee acknowledges that graphic works in electronic form hereunder must not be used outside the software.
9. Font Awesome (https://fontawesome.com/license/free)
10. Google Fonts https://www.google.com/fonts/specimen/PT+Serif and https://www.google.com/fonts/specimen/Source+Sans+Pro
11. Command Line Parser Library (https://commandline.codeplex.com)
12. NetSpell software
(http://www.loresoft.com/Applications/NetSpell/Download/default.aspx)
13. IT Hit WebDAV Server library (http://www.webdavsystem.com/)
14. amCharts JavaScript CHARTS (http://www.amcharts.com/javascript-charts/)
15. amCharts JavaScript Maps (http://www.amcharts.com/javascript-maps/)
16. Axios (https://raw.githubusercontent.com/axios/axios/master/LICENSE)

Schedule no. 4 of the License Agreement – List of the variants of the Software licenses

1.   The LICENSOR offers the following variants of the Software licenses:

   A.   The "1 Website License" variant of the Software allows the LICENSEE to use the Software to run one (1) web presentation on one (1) server.

   B.   The "1 Website License for Unlimited Servers (perpetual)" variant of the Software allows the LICENSEE to use the Software to run one (1) website presentation on unlimited servers perpetually

   C.   The "1 Website License for Unlimited Servers (scheduled)" variant of the Software allows the LICENSEE to use the Software to run one (1) website presentation on one (1) server, with a right to extend the number of servers to unlimited servers for 30 consecutive days, two times per year.

   D.   The "1 Server License for 10 Sites" variant of the Software allows the LICENSEE to use the Software to run ten (10) web presentations on one (1) server.

   E.   The "Unlimited Server License for 10 Sites" (perpetual)" variant of the Software allows the LICENSEE to use the Software to run ten (10) website presentation on unlimited servers perpetually.

   F.   The "Unlimited Server License for 10 Sites (scheduled)" variant of the Software allows the LICENSEE to use the Software to run ten (10) website presentation on one (1) server, with a right to extend the number of servers to unlimited servers for 30 consecutive days, two times per year.

   G.   The "1 Server License for Unlimited Sites" variant of the Software allows the LICENSEE to use the Software to run an unlimited number of web presentations on one (1) server.

   H.   The "Corporate License" variant of the Software allows the LICENSEE to use the Software to run an unlimited number of web presentations on unlimited servers.

2.   For the purposes of the Agreement, a web presentation is a web presentation with a defined purpose run on one domain of one level (without sub-domains) and listed within the Software in a list of websites as one item. In the event that there are more alternative domain names (aliases) for a domain address directed to the same web presentation, the LICENSEE can request that the LICENSOR extends the authorization to these other domain names.

3.   For the purposes of the Agreement, one server means one physical server (one piece of hardware) or in the event that a copy of the Software is run in an environment known as the "cloud", one virtual server.

4.   In case that the LICENSEE ceases to use the Software for the purposes of running of any of the listed web presentations, there shall exist no right of the LICENSEE to use the Software to run a different web presentation instead of the terminated one. Thereby the total number of web presentations that are allowed to be run by the Software (according to the variant selected and purchased by the LICENSEE) shall be decreased permanently by number of once run and then terminated web

presentations. An actual web presentation is considered terminated (and a new one is considered to be set up and run) also in case when the LICENSEE changes the defined purpose of the actual presentation in a material way, i.e. by more than 40 % during a period of 12 months. In case of doubts the LICENSEE is obliged to approach the LICENSOR to discuss the idea of partial or total change of the web presentation's defined purpose. Opinion of the LICENSOR regarding the scope of the intended change shall be decisive and controlling.

5. In each instance when a variant of the Software called "Additional Servers in a Web Farm" is provided, the LICENSEE is entitled to use the Software on an additional one (1) server providing that the LICENSOR makes accessible via this server a web presentation identical to the one made accessible via the original server.

6. For the purposes of development or testing of a web presentation or for the purposes of a staging server (i.e. up to the moment when a web presentation containing the Software is communicated to the public) the LICENSEE may install the Software on more than one computer. The limitations set out in Section 3.4 of the Agreement are not applicable in this case.

Schedule no. 5 of the License Agreement – Provisions relating to the Free Edition of the Software, Trial Edition of the Software and the Rented Variant of the Software

A.   FREE EDITION OF THE SOFTWARE

1.   Section(s) 2.1 second sentence, 2.2, 3.2, 3.9, 4, 5, 8, 9, 10.1, 10.3. and 11.7 of the Agreement and Article(s) 5 and 6 of the Schedule no. 4 of the Agreement do not apply to the Free Edition of the Software.

2.   If using the Free Edition of the Software:

   a)   The Software license is granted to the LICENSEE free of charge;

   b)   On each web presentation (each page of the presentation) which is administered with the use of the Software, the LICENSEE shall display:

      i)   The LICENSOR's logo "Powered by Kentico CMS" containing a hypertext link to the LICENSOR's website located at the Internet address http://www.kentico.com; the size of this logo shall be determined by the LICENSOR; or

      ii)   Text reading "Powered by Kentico CMS" containing a hypertext link to the LICENSOR's website located at the Internet address http://www.kentico.com;

   c)   The LICENSEE shall not remove any logos or other marks of the LICENSOR from the Software;

   d)   The LICENSOR is entitled to use the business or another name of the LICENSEE for marketing purposes as references in all types of promotional materials (irrespective of the form of these promotional materials or the form by which they are communicated) without any limitation.

3.   IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. In no event will LICENSOR's liability for damages to LICENSEE or any other person ever exceed the amount of One Dollar $1.00, regardless of the form of the claim, that arises in connection with the license of the Free Version of the Software.

B. TRIAL EDITION OF THE SOFTWARE

1. Sections 2.1 second sentence, 2.2 the last sentence of the Section 3.2 and Sections 3.9, 4.,5., 8., 9., 10.1 and 11.7. of the Agreement and Article 5 of the Schedule no. 4 of the Agreement do not apply to the Trial Edition of the Software.

2. If using the Trial Edition of the Software:

   a) The Software license is granted to the LICENSEE free of charge;

   b) The License is provided for fourteen (14) days from the moment of the first installation of a copy of the Software, unless the LICENSOR expressly stipulates a longer period.

3. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. In no event will LICENSOR's liability for damages to LICENSEE or any other person ever exceed the amount of One Dollar $1.00, regardless of the form of the claim, that arises in connection with the license of the Trial Version of the Software.

4. The provisions of this Agreement relating to the Trial version of the Software cease to have effect at the end of the period specified in Section 2.b above or, if the license fee has been paid according to Section 5.1 of the Agreement, once the license key necessary in order to use the Software has been entered.

Schedule no. 6 of the License Agreement – Rights and obligations of the Parties relating to the protection and processing of personal data

1. PRIVACY POLICY

1.1 The LICENSOR may process personal data of the LICENSEE (in case he is a natural person) and personal data of persons acting on behalf of the LICENSEE in connection with the performance of the Agreement. The LICENSOR will process such personal data in particular for the purpose of performing the Agreement. Detailed information on how the LICENSOR will process such personal data is provided in the LICENSOR's Privacy Policy (available online, under the following link: https://www.kentico.com/kentico-com-privacy-policy).

1.2 The LICENSEE is obliged to ensure that the personal data of persons acting on behalf of the LICENSEE are handed over to the LICENSOR in accordance with the GDPR, or any successor legislation to the GDPR ("**Data Protection Legislation**") and that the respective persons are informed that their personal data are handed over to the LICENSOR and for what purpose.

2. PERSONAL DATA PROCESSING – SUPPORT SERVICES

2.1 If during the provision of the support services pursuant to the Agreement the LICENSOR gains access to personal data of the LICENSEE or other persons controlled or processed by the LICENSEE, in particular personal data of customers of the LICENSEE ("**Personal Data**"), and works with the Personal Data in such a way that it becomes its processor within the meaning of the relevant provisions of the Data Protection Legislation, the LICENSOR undertakes to comply with this Clause 2 hereof while processing the Personal Data.

2.2 The LICENSOR shall process the Personal Data solely for the purposes of fulfilling its obligations to provide the support services under the Agreement and on the documented instructions of the LICENSEE (including with regard to possible transfer of the Personal Data to a third country or an international organization), issued in accordance with the Agreement unless the LICENSOR is required by the laws of any member state of the European Union or by the laws of the European Union applicable to the LICENSOR ("**Applicable Laws**") to process the Personal Data. Where the LICENSOR is relying on Applicable Laws as the basis for processing of the Personal Data, the LICENSOR shall promptly notify the LICENSEE of this before performing the processing required by the Applicable Laws, unless those Applicable Laws prohibit the LICENSOR from so notifying the LICENSEE. The instructions to the LICENSOR regarding the processing of the Personal Data will usually arise directly from the Agreement and requested support services. The LICENSOR shall notify the LICENSEE in case, in the LICENSOR's opinion, any of the LICENSEE's instruction violates the Data Protection Legislation or other data protection legislation of a relevant member state of the European Union.

2.3 The LICENSEE shall fulfil all obligations arising out of its role as a data controller according to the Data Protection Legislation, or, in the case where the LICENSEE is a data processor, fulfil all obligations arising out of its role as a data processor and ensure that the data controller fulfils all obligations arising out of its role as a data controller.

The LICENSEE will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the LICENSOR for the duration and purposes of the Agreement so that the LICENSOR may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the LICENSEE's behalf.

2.4 The LICENSOR undertakes not to disclose the Personal Data to persons other than to the LICENSOR's employees, contractual advisors and sub-processors (in accordance with Clauses 2.9, 2.10 and 2.11 hereof) who are subject to contractual or statutory obligation of confidentiality.

2.5 Further, the LICENSOR shall:

2.5.1 taking into account the nature of the processing, upon the LICENSEE's written request, assist the LICENSEE by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the LICENSEE's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

2.5.2 upon the LICENSEE's written request, assist the LICENSEE in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (e.g., security, breach notifications, impact assessments) taking into account the nature of processing and the information available to the LICENSOR;

2.5.3 notify the LICENSEE without undue delay on becoming aware of a personal data breach;

2.5.4 maintain complete and accurate records and information to demonstrate its compliance with this Clause 2 hereof;

2.5.5 upon the LICENSEE's written request provide the LICENSEE with all information necessary to prove the compliance with this Clause 2 hereof;

2.5.6 upon the LICENSEE's written request, enable audits, including inspections, carried out by an independent auditor authorized by the LICENSEE and assist with these audits. The LICENSEE needs to notify to the LICENSOR the intention to carry out the audit and identity of the authorized auditor in advance and enable the LICENSOR to raise objections against the identity of the authorized auditor. The audit will be carried out in time adequate to the extent of the audit and capacities of the LICENSOR, agreed upon by the Parties. Prior to the audit, the authorized auditor shall enter into a non-disclosure agreement with the LICENSOR or prove that it is subject to a statutory obligation of confidentiality.

2.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of the Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk.

2.7 In case where the LICENSOR provides the LICENSEE with any assistance or cooperation according to this Clause 2 hereof (especially pursuant to Clauses 2.5.1,

2.5.2, 2.5.5 or 2.5.6 hereof), the LICENSEE shall pay to the LICENSOR corresponding charges according to the Kentico price list valid at the time of the respective activity, upon LICENSOR's request.

2.8 The LICENSOR shall process the Personal Data for only as long as it is truly necessary to provide the support services pursuant to the Agreement, but not longer than until the Agreement expires or is terminated. After the expiry or termination of the Agreement, any Personal Data at LICENSOR's disposal will be stored and made available to the LICENSEE upon written request for 30 days following the expiry or termination of the Agreement. After the 30-day period, the Personal Data will be irrecoverably deleted, unless according to the Applicable laws, the LICENSOR is obliged to store the respective Personal Data.

2.9 The LICENSEE consents to the LICENSOR appointing third-party processors of Personal Data including but not limited to Microsoft Corporation (please see Clause 2.10 bellow), eventually including its subcontractors, and affiliated companies of the LICENSOR. The LICENSOR confirms that it has entered or will enter into written agreements with the third-party processors imposing on the third-party processors the appropriate data protection obligations under the Data Protection Legislation. In the case where the LICENSOR appoints any third-party processor, it shall proceed in accordance with sec. 28 (2 and 4) of the GDPR. In the case where any third-party processor is seated outside the European Union, the LICENSOR shall ensure any Personal Data will be transferred to such processor in accordance with the Data Protection Legislation, especially to provide appropriate safeguards in relation to the transfer. As between the LICENSEE and the LICENSOR, the LICENSOR shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 2 hereof.

2.10 The LICENSOR uses the Microsoft Corporation as a cloud computing services provider ("**Microsoft Azure Services**"). During the provision of the support services pursuant to the Agreement the Personal Data may be saved in the cloud service. In that case, Microsoft Corporation and eventually its subcontractors (a list of the subcontractors is available at the following link https://aka.ms/Online_Serv_Subcontractor_List) will participate on the Personal Data processing. The Parties agreed that, as regards the processing of Personal Data by Microsoft Corporation, the LICENSOR is bound to the LICENSEE by the obligations specified in this Schedule to the extent the Microsoft Corporation is bound to the LICENSOR by the licensing terms of Microsoft Corporation, namely, but not limited to, the Online Services Terms (OST) available at https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx.

2.11 The LICENSOR reserves the right to change unilaterally any third-party processor of the Personal Data or engage a new one. The LICENSOR shall inform the LICENSEE of any such changes in advance, thereby giving the LICENSEE the opportunity to object to such changes. In case of a change of the cloud computing services provider, the LICENSOR will ensure the level of data protection under the new cloud computing services will be commensurate with Microsoft Azure Services.