

TRIAL LICENSE AGREEMENT

This DYNANIC Trial License Agreement (hereinafter "Agreement") is made between Licensee and a company BrnoLogic, spol. s r.o., ID no. 11900865, registered office Bozetechova 1/2, Královo Pole, 612 00 Brno, Czech Republic (hereinafter "BrnoLogic") as of the Licensee's acceptance to be bound by this Agreement by utilizing FPGA hardware cards with preloaded DYNANIC solution or, when downloading from the solution web-page (https://dyna-nic.com/try-now/), by clicking the "Accept & download" button indicating acceptance of the terms and conditions of this Agreement, for a license to use a limited trial version of DYNANIC solution of BrnoLogic including its associated media, program documentation printed materials, and/or electronic and documentation (hereinafter "Software").

1. GRANT OF LICENSE

Subject to the terms and conditions and in consideration of the mutual promises set forth in this Agreement, BrnoLogic hereby grants Licensee limited, non-exclusive, non-transferable, to а non-sublicensable, revocable license to use the Software on a trial basis for a period (hereinafter "License Term") specified in the quick start guide available to the Licensee after download of the Software (hereinafter "User manual"). For the purposes of this Agreement, the right to use the Software shall include the right to utilize, run, access, store and display the Software. No right or license is granted to make any commercial use of the Software. Licensee is authorized to use the Software and the associated program documentation solely for Licensee's internal evaluation purposes for the License Term. At the end of the License Term, the Software stops working correctly as defined in the User manual. Licensee acknowledges and agrees that no license, right, title or interest in any trademark or trade name of BrnoLogic or any third party is granted to Licensee under this Agreement. Use of some open source and third-party software applications or components included in or accessed through the Software may be subject to other terms and conditions which are available upon request.



2. USE OF SOFTWARE

Licensee is obliged to use Software in accordance with User manual provided by BrnoLogic to the Licensee together with the Software. BrnoLogic warns that any use of Software contrary to the User manual may lead to irreparable harm to Licensee's hardware.

3. INTELLECTUAL PROPERTY RIGHTS

Licensee acknowledges and agrees that all title, copyrights and other intellectual property rights in and to the Software (including but not limited to any images or text incorporated into the Software), any and all accompanying materials furnished to Licensee with the Software, are owned exclusively by BrnoLogic. Nothing in this Agreement may be construed to grant or transfer any rights in or to the Software to Licensee.

4. RESTRICTED USE

Licensee may not gift, sell, copy, modify, rent, lease, transfer or lend the Software. Licensee may not reverse engineer, decompile, or disassemble the Software. Licensee may not rename, edit or create any derivative works from the Software. Licensee further agrees to use or to integrate Software with other software only if provided API (Application Programming Interface) specified in the User manual is used. The Software is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights or remedies BrnoLogic may have, this Agreement including the license granted hereunder shall terminate automatically if Licensee fails to comply with the terms and conditions of this Agreement and BrnoLogic shall have the right to be indemnified by the Licensee against any cost, loss or damage suffered by BrnoLogic as a result of the said non-compliance of the terms and conditions of this Agreement by the Licensee.

5. SOFTWARE PROVIDED "AS-IS"

The Software is provided "as is" without any express or implied warranty of any kind. Licensee's use of Software is at Licensee's own risk. To the extent permitted by law, BrnoLogic excludes any implied warranties, including for satisfactory quality, fitness for a particular purpose and data accuracy. No guarantee of uninterrupted, timely, secure, or error-free operation of Software is made. In no event shall



BrnoLogic be liable to Licensee or any third party for any direct, indirect, special, any incidental or consequential damage, loss of profits, business interruption, loss of information, whatsoever regardless of the nature of such damage arising out of the Licensee's use of, or inability to use, the Software, even if BrnoLogic has been advised of the possibility of such damage.

6. CONFIDENTIAL INFORMATION

Unless stated otherwise, Licensee must maintain any confidential information which he/she obtains from BrnoLogic secret in a manner customary with regard to such information. The Licensee shall impose the duty of non-disclosure also upon his/her staff, agents and any third parties providing assistance, if such information was disclosed to them. The right to use, disclose and make available confidential information is given to Licensee only to the extent and on conditions necessary to ensure the proper exercising and performance of the rights and obligations arising from the Agreement. Notwithstanding the form in which information is recorded, confidential information includes all information designated as such by BrnoLogic, if it relates to the Agreement and its performance and to BrnoLogic. Confidential information also includes trade secret, information about activities, structure, profit/loss and/or know-how of BrnoLogic, as well as information subject to special secrecy procedures in accordance with the law (particularly secret information, personal data, banking secrets). If any confidential information is accessed without due authorization, the Licensee must notify BrnoLogic immediately and make every effort to ensure that such information is not made available to unauthorized persons. Licensee agrees that (i) it will maintain the confidential information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances; and (ii) it will not disclose the confidential information to any third party without the prior written approval of BrnoLogic. Confidential Information shall not include: (a) information which becomes publicly available other than through a breach of this Agreement; or (b) information rightfully received from a third party without any obligation of confidentiality; or (c) information generally



made available to third parties by the disclosing party without restriction on disclosure.

7. SUPPORT

BrnoLogic shall have no obligation to support the Software. The provision of support may be subject of another agreement concluded by parties.

8. ENTIRE AGREEMENT

This Agreement is the complete and exclusive agreement between Licensee and BrnoLogic relating to its subject matter, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties.

9. EFFECT OF WAIVER; SEVERABILITY

Failure by a party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement. Any waiver of a provision of this Agreement at a particular time or under circumstances shall not have the effect of waiving any other provision, or of waiving the same provision at a different time or under different circumstances. If any provision or part of this Agreement shall, to any extent, be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall remain valid and enforceable to the full extent permitted by law. Further, any term or condition that is held to be illegal or unenforceable shall remain in effect to the extent possible in accordance with the intention of the parties.

10. GOVERNING LAW

The Agreement shall be governed by law of the Czech Republic with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. All disputes or claims arising out of or in connection with the Agreement including disputes relating to its validity, breach, termination or nullity shall be finally settled by Czech courts.