# End User License Provisions

This End-User License Agreement ("EULA") is a legal agreement between user and Asamm Software s.r.o. ("Asamm"). User agrees that this EULA is enforceable like any written negotiated agreement signed by user. This EULA applies to user's use of Locus Map mobile application, services or any other materials made available by or on behalf of Asamm to user (together the "Services"). Please read this EULA carefully. By clicking on the "accept" button below user agree to all the terms and conditions of this EULA. If user do not agree to the terms of this license, we will not license the Services to user and user will not be able to use the Services.

## Grant of license

In consideration of user agreeing to abide by the terms of this EULA, Asamm hereby grants to user a non-exclusive, personal, non-transferable license to use the Services for user's personal non-commercial use subject to the terms of this EULA. This License does not grant any rights to obtaining future upgrades, updates or supplements to the Services. If upgrades, updates or supplements to the Services are obtained, however, the use of such upgrades or updates is governed by this EULA and the amendments to it unless other terms accompany the upgrades, updates or supplements in which case those terms apply.

## Restrictions

User is prohibited from renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Services. Other than as permitted by applicable legislation, user will not, and user will not allow any person to, copy or modify the Services or any part thereof or to reverse engineer, decompile or disassemble the Services.

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## Confidentiality

User acknowledges and agrees that the Services were developed at considerable time and expense by Asamm and are confidential to and a trade secret of Asamm and/or third parties. user agree to maintain the Services in strict confidence and not to disclose or provide access thereto to any person.

# Third Party Software Licenses

The Services may make use of third party software. Notwithstanding Clauses 2, 3 and 4, use of some third party materials included in the Software may be subject to other terms and conditions. user hereby agree to the terms and conditions for such third party software.

## Limited Warranty

a) user ACKNOWLEDGES THAT THE SERVICES HAVE NOT BEEN DEVELOPED TO MEET user's INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE user's RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SERVICES MEET user's REQUIREMENTS. Asamm DOES NOT AND CANNOT WARRANT THAT THE SERVICES OPERATE UNINTERRUPTED OR ERROR-FREE. user SHOULD BE PARTICULARLY AWARE OF THE FACT THAT CALCULATION ERRORS MAY OCCUR WHEN USING SOFTWARE IN A NAVIGATION SYSTEM FOR INSTANCE CAUSED BY LOCAL ENVIRONMENTAL CONDITIONS AND/OR INCOMPLETE DATA. Asamm DOES NOT WARRANT THAT THE SERVICES ARE CAPABLE OF INTEROPERATING WITH ANY OTHER SYSTEM, DEVICE OR PRODUCT (E.G. SOFTWARE OR HARDWARE).

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Asamm AND ITS SUPPLIERS PROVIDE THE SERVICES "AS IS AND WITH ALL FAULTS", AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, WITH REGARD TO THE SERVICES, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE SERVICES.

c) Asamm DRAWS user's ATTENTION TO THE FACT THAT, WHEN USING THE SERVICES, OBSERVING THE TRAFFIC REGULATIONS AND RULES (E.G. USE OF OBLIGATORY AND/OR REASONABLE AND SUITABLE SECURITY MEASURES, PROPER AND GENERALLY EXPECTED CARE AND ATTENTION IN THE GIVEN SITUATION, AND SPECIAL CARE AND ATTENTION DUE TO THE USE OF THE SERVICES) IS user's EXCLUSIVE RESPONSIBILITY. Asamm SHALL NOT ASSUME (AND HEREBY EXPRESSLY DISCLAIMS) ANY RESPONSIBILITY FOR ANY DAMAGES OCCURRED IN RELATION TO THE USE OF THE SERVICES IN A MOTOR OR NON-MOTOR VEHICLE.

## Limitation of Liability

a) Neither Asamm nor its suppliers shall be liable (whether in contract, negligence or anything else) to user or to any third party; (i) for any inability to use any third party equipment or access data, loss of or corruption to data, loss of business, loss of profits, loss of revenue and anticipated savings, business interruption or the like (whether such loss or damage is direct or indirect); or (ii) for any indirect, incidental, consequential loss or damage whatsoever, in each case, arising out of the use of or inability to use the Services even if Asamm has been advised of the possibility of such loss or damages.

b) Notwithstanding any damages that user might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Asamm and any of its suppliers arising from or related to this EULA shall be limited to the amount actually paid by user for the Services.

# Analytics

The user is aware that the application uses analytic software Firebase analytics by Google for internal needs of its producer. The software can monitor and evaluate anonymously certain information about the user and used device. Such information is not stored, sent, shared nor used for advertisement purposes.

# Termination

Without prejudice to any other rights, Asamm may immediately terminate this EULA if user fail to comply with any of its terms and conditions. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. Asamm reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to user or made available to user through the use of the Services.

# Links to Third Party Sites

Asamm and other third parties involved in making the Services available to user ("Third Parties") are not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services which are delivered by the Services or otherwise. Asamm (and, as applicable, each of the Third Parties) is providing these links and access to third-party sites and services to user only as a convenience, and the inclusion of any link or access does not imply an endorsement by Asamm or any Third Parties of the third-party site or service. Any use by user of such links or third party sites and the manner in which user use such third party sites and links shall be user's responsibility and at user's risk and user shall not use them in any illegal or fraudulent manner.

# Third Party Rights

A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

# Entire Agreement

This EULA (including any addendum or amendment to it which may be supplied with the Services and any other terms and conditions, if applicable, is the entire agreement between user and Asamm

relating to the Services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Services or any other subject matter covered by this EULA. To the extent that the terms of any Asamm policies conflict with the terms of this EULA, the terms of this EULA shall govern. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

# Translations

The Czech version of this EULA is the controlling version. Any translations are provided for convenience only.

# Governing Law

This EULA and any disputes arising under or in connection with this EULA (including any non-contractual claims or disputes) are subject to Czech law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA (including any non-contractual claims or disputes) shall be settled by the Czech courts, which will have exclusive jurisdiction in respect of any such disputes. Should user have any questions concerning this EULA, or if user desire to contact Asamm for any reason, please visit Asamm's website at www.Asamm.com.

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