#### END USER LICENSE AGREEMENT

Software: Panorama Perfect Lite

This is a license agreement and not an agreement for sale regarding the above-mentioned software ("Software").

Michal Pohanka grant you a nonexclusive, limited license to install and use the Software provided that you agree to the following:

### 1. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Michal Pohanka owns, or has been licensed from other owners, copyrights and any other intellectual property rights in the Software. You obtain no rights to copyrights or any other rights in the Software other than the license granted to you regarding the Software under this agreement. The title to the Software and any copy made from it is retained by Michal Pohanka or such other owners.

## 2. LICENSE

Subject to the terms and conditions of this License, Michal Pohanka grants to you, if you are an individual, or, if you are an entity, one (1) designated person in your organization ("Named User") a personal, nonexclusive and limited license to use the Software.

### 3. RESTRICTIONS

- 3.1 You may freely redistribute this Software, on the following conditions:
- (1) the whole Software is redistributed;
- (2) no alteration is made to the Software, or to any of the files in it;
- (3) no charge (other than charges for disk duplication and handling) be made for any redistribution.
- 3.2 You shall not, without the written consent of Michal Pohanka:
- (1) modify or merge copies of the Software except as provided herein;
- (2) reverse engineer, decompile, disassemble or other wise attempt to discover the source code of the Software; or
- (3) sublicense, rent, lease or distribute the Software or any copy thereof.

## 4. LIMITED WARRANTY

4.1 MICHAL POHANKA PROVIDES TO YOU THE SOFTWARE "AS IS"; AND MICHAL POHANKA HEREBY DISCLAIMS WITH RESPECT TO THE SOFTWARE ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, LACK OF NEGLIGENCE. YOU UNDERSTAND THAT THE SOFTWARE AND HELP FILE (MANUAL) IS ONLY IN ENGLISH AND CZECH VERSION AND YOU MAY NOT CHARGE MICHAL POHANKA FOR ANY REASON CONCERNING THIS SOFTWARE

4.2 Michal Pohanka does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free.

### 5. LIMITATION OF LIABILITY

5.1 IN NO EVENT SHALL MICHAL POHANKA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CHARGE FOR TRIAL) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF MICHAL POHANKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU MUST PROTECT AND VINDICATE MICHAL POHANKA AT ANY TIME (e.g. TRIAL) INCLUDING TARIFF THAT WOULD RESULT FROM LICENSING THIS SOFTWARE.

# 6. TERMINATION

You may terminate this agreement at any time by destroying the Software and all your copies of it, as well as all other related documents. Michal Pohanka may terminate this agreement if you fail to comply with these terms. Upon such termination, you agree to destroy the Software and all your copies of it, as well as all other related documents.

# 7. GOVERNING LAW

This agreement shall be governed by the laws of the country where the delivery is made to the original customer and by the laws of the European Union.