Attachment no. 4

END-USER TERMS OF USE OF PROCONOM SOFTWARE (EULA)

These terms (hereinafter the "**Terms**") of use of the software for comprehensive construction project management and record keeping referred to as Proconom (hereinafter the "**Software**") are part of the End User Software Use Agreement (hereinafter the "**Agreement**") that you as the end user (hereinafter as "**You**"), conclude with us, the company Proconom Software, s.r.o., with a registered office at Mrštíkova 399/2a, Liberec III-Jeřáb, 460 07 Liberec, Company ID No.: 07156863, registered in the Commercial Register under file No. C 41727 maintained by Regional Court in Ústí nad Labem (hereinafter as "**We**").

Agreement is concluded when You install or download the Software, or if You agree to these Terms while or before using the Software. You are not allowed to use the Software without concluding the Agreement with us.

Our contact details are: info@proconom.cz

1.   INTRODUCTION

1.1.   Our customer is a person who has concluded a contract with us, which includes the terms and conditions of the Software provision, and who is at the same time entitled to use the Software under such contract and to request to set up a user account ("**Our Customer**"). It may also be the case that Our Customer and You are the same person (when You have concluded contract with Us directly).

1.2.   Your authorization to use the Software is based on a license from Our Customer or a sublicense granted to You by Our Customer. Accordingly, no license or other right to use the Software is granted under these Terms. The Terms only set out the terms of use of the Software.

2.   BASIC RULES

2.1.   You may only use the Software in the manner set out in these Terms for the purpose of normal use of the functionality of the Software in accordance with the technical documentation, and at most to the extent that the Software has been made available to Our Customer by Us.

3.   TECHNICAL RULES

3.1.   If You are authorized by Our Customer to do so and You are installing the Software on Your device, You must comply with the technical documentation and ensure that the devices on which You install the Software and on which You use the Software meet all requirements.

4.   ACESS TO SOFTWARE

4.1.   You are obliged to keep the access details of user accounts to the Software confidential and to protect them from disclosure, publication and/or misuse by third parties, in particular to set up secure access details to them, and to report any loss of access details and/or suspected theft or misuse to us without delay by sending a message to our contact details set out at the beginning of the Terms. In the event of theft or misuse, You must take immediate action, in particular by asking us to block the access details.

4.2.   You may not attempt to gain access to any part of the Software to which You have not been granted access, or request/obtain access details or other data of other users' accounts or attempt to log in to another user account without authorization or attempt to breach the security of other user account.

5.   RULES OF THE SOFTWARE USAGE

5.1.   You may not use the Software in any manner that could be unlawful. You may not enter or import any

sensitive personal information into the Software.

5.2. You may not extract or use any parts of the Software (including the databases contained therein) or information obtained therefrom for the purpose of inserting such information on another medium, for example in another database ("screen scraping") or otherwise and for any other purpose to carry out automated processing of the data contained in the Software, in particular for further machine or automated processing.

5.3. You may not interfere with the security measures of the Software or undertake any other kind of attack on the Software, in particular by inserting malware (computer viruses, ransomware, Trojan horses, etc.) or other harmful content and code into the Software or overloading the Software with automated use.

5.4. If You discover any content in the Software that You believe violates these Terms, Your rights or the rights of third parties (including intellectual property rights), You must report it to us by sending a message to our contact email address listed at the beginning of these Terms.

6.   YOUR AUTHORIZATION TO USE THE SOFTWARE

6.1. The Software is subject to copyright protection and its elements may also be subject to other intellectual property rights.

6.2. You may not use the Software in a way that is contrary to its purpose, could harm Us or be competitive with Us.

6.3. You may use the Software only within the quantitative limitation agreed with Us by Our Customer (when ordering the Software for You). If You need to increase the quantitative limitation, please contact Our Customer.

6.4. You may not make any copies of the Software for Your own use. Except as otherwise provided in contract with Our customer, You may not assign, sublicense, or otherwise permit third parties to use the Software. Termination of contract with Our Customer also terminates Your authorization to use the Software.

6.5. No source, machine or object code to the Software will be provided to You. You may not reverse engineer the Software, decompile, disassemble the Software, or otherwise attempt to obtain the source code of the Software. You may not attempt to alter, modify, process, translate, link the Software to other software other than as set forth in the next sentence, or otherwise interfere with the Software. You are only authorized to configure the Software by following the procedures in the technical documentation.

6.6. If the Software is operated on infrastructure provided by Us, You agree that we may monitor your use of the Software for compliance with these rules. If We suspect that You are in breach of Your obligations under this article, We or a person authorized by Us may perform an audit Your activities which are related to Your usage of the Software. The audit will be conducted in such a way as to minimize any negative impact on Your normal operations. Where reasonable given the circumstances, We will inform You in advance of the intention to perform the audit. You shall provide us with all cooperation and follow our instructions and the instructions of the auditors. The costs of the audit incurred by You will be borne by You.

6.7. The software contains third-party components, including components licensed under open-source licenses. A full list of components and their licensing terms is available in the technical documentation.

7.   DUTY OF CONFIDENTIALITY

7.1. Confidential information is non-public information of a commercial or manufacturing nature, including trade secrets, and other non-public information that You should consider confidential because of its content or the way it was disclosed. This includes, for example, the machine and source code of the Software, algorithms, our know-how, trade secrets, technical and manufacturing information, technical documentation, non-public information about our services, access details, and passwords to the Software, personal information, information marked "confidential", "secret", etc.

7.2. You agree to keep all confidential information confidential, not to disseminate it anywhere without our express written consent and to protect it from misuse. You may use confidential Information only for purposes necessary to use the Software in accordance with these Terms. We may disclose confidential Information to Our employees or associates, but only if we bind them to confidentiality obligation at least to the extent that this Agreement requires that We maintain the confidentiality. However, any breach of confidentiality caused by such persons will be the responsibility of the party who disclosed the information to them.

7.3. The duty of confidentiality under this article shall not apply where one of us obtains the consent of the other to disclose or publish confidential information or where the obligation to disclose or publish confidential information arises from a legal regulation or a decision of a public authority.

7.4. The obligation of confidentiality continues for the duration of the trade secret, and in relation to other confidential information for the duration of the Agreement and for 5 years after its termination, unless We disclose the specific confidential information earlier or waive the obligation of confidentiality.

8. LIMITATION OF LIABILITY

8.1. If You discover a defect or other problem with the Software, You shall report it immediately to Our Customer. However, We are not be liable to You for any damages You may incur in connection with Your use of the Software, including lost profits, or for defects in the Software.

8.2. You are always responsible for any breach of these Terms caused by You or any person to whom You have made the Software available, including, without limitation, a sublicensee. If a third party brings any claim against us arising out of or relating to a breach of these Terms by You, You will conduct out of court negotiations with such third party and provide us with all possible assistance to defend ourselves effectively in any legal, arbitration or other proceedings, all at Your own expense, and You will indemnify Us against any and all damages. Damages in this case include legal costs, including attorney's fees, fines, penalties, and any monetary compensation that We are required to pay to a third party pursuant to a court or other decision binding on us or pursuant to an approved settlement.

9. FINAL PROVISIONS

9.1. Our legal relationship is governed by the laws of the Czech Republic and all disputes arising from this relationship will be resolved by the courts of the Czech Republic having material and local jurisdiction in the place of our registered office. If any part of these Terms becomes unenforceable, the other parts shall remain in full force and effect and shall not be invalidated. In such case, we undertake to replace such a provision with a valid and effective one with the same commercial and legal meaning, and we also undertake to conclude a new agreement, if needed. This obligation shall be fulfilled within 10 days from the date on which we receive a written request to do so from the other party.

9.2. Our failure to exercise our rights under any part of these Terms will not be deemed a waiver of those rights or an established practice. You may not assign any of Your rights or obligations under the Terms to

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another person without Our prior permission.

9.3.   Terms are in force from 1.2.2022.