

ZMLUVA O ODPLATNOM PREVODE POČÍTAČOVÉHO PROGRAMU

uzatvorená podľa § 269 ods. 2 zákona č. 513/1991 Zb. Obchodného zákonníka, v znení neskorších predpisov, a § 22 zákona č. 185/2015 Z.z. Autorského zákona, v znení neskorších predpisov

Predávajúci: Evosolutions s.r.o.

sídlo: Galvaniho 15/C, 821 04 Bratislava
konajúci prostredníctvom: Miroslav Náplava, konateľ
IČO: 52 862 305
DIČ: 2121211851
IČ DPH: SK2121211851
e-mail info@evosolutions.sk
Zapísaný: OR Mestského súdu Bratislava III, oddiel: Sro, vložka č. 14370/B

(ďalej len „predávajúci“)

Kupujúci: Krajský súd v Košiciach
sídlo: Štúrova 29, 041 51, Košice
konajúci prostredníctvom: JUDr. Frederika Zozuláková, predsedníčka
IČO: 00 215 783
DIČ: 2020785954

I.**PREDMET ZMLUVY**

- 1.1. Predmetom tejto Zmluvy je odplatný prevod práv k rozmnoženine Počítačového programu, ako je tento ďalej bližšie vymedzený touto Zmluvou, najmä inštalačným médiom a prevodnou dokumentáciou, ktorá tvorí neoddeliteľnú súčasť tejto Zmluvy (ďalej len „Počítačový program“) z Predávajúceho na Kupujúceho.
- 1.2. Predávajúci týmto za podmienok uvedených v tejto Zmluve prevádza Počítačový program a užívacie právo k nemu (licenciu) na Kupujúceho a Kupujúci Počítačový program a licenciu od Predávajúceho prijíma a zaväzuje sa za ňu zaplatiť odmenu uvedenú v článku IV. tejto zmluvy.

II.**PREDMET PREVODU**

Názov programu : Microsoft®SQL Server Standard 2022 2Licences CoreLic
Množstvo položiek : 16
Krajina počiatočného uvedenia na trh : Cyprus
Typ počiatočného uvedenia na trh : Stiahnutie
Licencia : Trvalá
Typ zmluvy : EA
Číslo EA : 71E8A663
Číslo prihlášky : U7358668
Meno prvého nadobúdateľa : SCHOLA LTD

III.**PREHLÁSENIA A ZÁRUKY PREDÁVAJÚCEHO a KUPUJÚCEHO**

- 2.1. Predávajúci prehlasuje a zaručuje Kupujúcemu, že
- a) je oprávnený uzatvoriť túto Zmluvu a riadne ju plniť,
 - b) Kupujúci bude oprávnený Počítačový program nerušene užívať.

2.2. Kupujúci prehlasuje a zaručuje Kupujúcemu, že

- a) je oprávnený uzatvoriť túto Zmluvu a riadne ju plniť.
- b) ku dňu uzatvorenia tejto Zmluvy je výlučným disponentom/používateľom softvéru. Predávajúci licencie zároveň vyhlasuje, že je oprávnený udeliť Kupujúcemu licencie na používanie softvéru.
- c) disponuje všetkými prístupovými právami, ktoré sú nevyhnutné pre účely používania softvéru v súlade s licenčnými podmienkami spoločnosti Microsoft.

2.3. Softvérom je softvérový produkt, ktorý:

- a) spĺňa znaky preexistentného obchodne dostupného softvéru,
- b) spĺňa kritéria počítačového programu v zmysle § 87 Autorského zákona,
- c) je sekundárnym softvérom, ktorý bol pred podpisom Zmluvy požívaný iným užívateľom,
- d) licencia, ktorá sa viaže k softvéru je takzvaná trvalá licencia.

2.4. Produkty a služby Microsoft sú softvérom, ktorý je vyrobený a zhotovený spoločnosťou Microsoft, ktorá rozhoduje o spôsobe ich používania a spôsobe nakladania s výhradnými autorskými právami.

2.5. Spoločnosť Microsoft alebo ním zriadená organizačná zložka alebo afiliácia je výrobcom (vendorom) produktov a služieb Microsoft a realizovala alebo súhlasila s predajom softvéru na území Európskej únie (vrátane krajín európskeho hospodárskeho priestoru).

2.6. Licenčné podmienky spoločnosti Microsoft sú podmienkami používania produktov spoločnosti Microsoft a podmienky používania on-line služieb spoločnosti Microsoft.

2.7. Právo na vyčerpanie je inštitút, v zmysle ktorého právo autora (výrobcu) k rozmnoženiu zaniká ku dňu uskutočnenia prvého predaja produktu na trhu Európskej únie. Nadobúdateľ licencie úhradou ceny za licenciu, ako aj používaním softvéru v súlade s licenčnými podmienkami spoločnosti Microsoft získa právo ďalej nakladať s takýmto softvérom bez obmedzení treťou stranou. Nadobúdateľ licencie je oprávnený používať softvér len v súlade s jeho funkčným určením.

IV.

ODMENA

3.1. Zmluvné strany sa dohodli, že celková odmena za Počítačový program a licenciu (užívacie práva k Počítačovému programu), predstavuje **33 920,00 EUR** (slovom: tridsaťtisícdeväťstodvadsať EUR bez DPH; DPH bude pripočítaná vo výške stanovenej právnymi predpismi k dátumu uskutočnenia zdaniteľného plnenia (ďalej len „**Odmena**“).

3.2. Odmena bude uhradená na základe faktúry vystavenej Predávajúcim, ktorá bude mať náležitosti daňového dokladu a ktorá bude splatná do tridsiatich (30) dní od jej doručenia Kupujúcemu. Predávajúci je oprávnený vystaviť faktúru na Odmenu ak zo strany Predávajúceho došlo k odovzdaniu Počítačového programu Kupujúcemu.

3.3. Faktúra bude Kupujúcim uhradená bezhotovostným prevodom na bankový účet Predávajúceho uvedený na faktúre. Odmena sa považuje za zaplatenú okamihom pripísania čiastky Odmeny na bankový účet Predávajúceho.

V.

PRÁVA A POVINNOSTI KUPUJÚCEHO K POČÍTAČOVEMU PROGRAMU

4.1 Kupujúci berie na vedomie, že Počítačový program je chránený zákonom č. 185/2015 Z. z. Autorský zákon a že je chránený pred nedovoleným rozmnožovaním a rozširovaním. Kupujúci sa zaväzuje, že Počítačový program nebude nad rámec zákonom dovoleného rozsahu modifikovať, nezneužíje ho a nebude ho rozširovať, uvádzať na verejnosti ani realizovať také kroky, ktoré by mali za cieľ

narušiť zákonnú ochranu poskytovanú Počítačovým programu. Kupujúci je zodpovedný za škodu, ktorá takýmto konaním môže vzniknúť.

4.2 Kupujúci prehlasuje, že bol Predávajúcim oboznámený s rozsahom licencie k Počítačovému programu a zaväzuje sa dodržiavať povinnosti stanovené v licencii, a to v rozsahu práv, ktoré boli na Kupujúceho touto Zmluvou prevedené.

4.3 Kupujúci potvrdzuje, že sú mu známe hlavné vlastnosti, údaje o funkčnosti, vrátane technických ochranných opatrení, a údaje o súčinnosti Počítačového programu s hardwarom a softwarom, respektíve, že mu tieto skutočnosti boli oznámené pri uzatváraní tejto Zmluvy.

VI.

ODOVZDANIE POČÍTAČOVÉHO PROGRAMU, PRECHOD VLASTNÍCKEHO PRÁVA A NEBEZPEČENSTVO ŠKODY

5.1 Predávajúci sa zaväzuje odovzdať Počítačový program Kupujúcemu najneskôr do 10 pracovných dní od podpisu tejto Zmluvy nasledujúcim spôsobom:
umožnením stiahnutia Počítačového programu z verejne prístupného serveru, uploadovaním Počítačového programu na server Kupujúceho alebo iným spôsobom, na ktorom sa Zmluvné strany dohodnú.

5.2 Kupujúci sa zaväzuje Počítačový program prevziať, pričom ak nesplní túto svoju povinnosť, je povinný uhradiť Predávajúcemu s tým vzniknuté náklady.

5.3 Pre vylúčenie pochybností Zmluvné strany konštatujú, že Počítačový program je riadne Predávajúcemu odovzdaný umožnením Kupujúcemu stiahnuť/získať Počítačový program.

5.4 Kupujúci berie na vedomie, že Predávajúci neposkytuje dodatočné služby spojené s prevodom Počítačového programu, najmä inštaláciu Počítačového programu, technickú podporu, konzultácie a pod.

5.5 Vlastnícke právo k všetkým dokumentom a informáciám súvisiacich s Počítačovým programom a nebezpečenstvo vzniku škody na nich prechádza z Predávajúceho na Kupujúceho okamihom prevzatia hmotných nosičov dát Kupujúcim.

VII.

ZODPOVEDNOSŤ ZA VADY, ZÁRUKA

6.1. Kupujúci berie na vedomie, že Predávajúci neposkytuje na Počítačový program programu záruku za akosť, nezodpovedá za prípadnú funkčnosť rozmnoženiny Počítačového programu nie je povinný funkčnosť Počítačového programu skúmať a nezodpovedá ani za funkčnosť či vady Počítačového programu ako takého. Ustanovenie predchádzajúcej vety o tom, že Predávajúci nezodpovedá za funkčnosť Počítačového programu sa bude vykladať tak, že Predávajúci nezodpovedá za to, že Počítačový program bude inštalovaný nesprávne a/alebo do prostredia, ktoré by mohlo mať vplyv na jeho riadne fungovanie; je vecou Kupujúceho aby zabezpečil, že funkčnosť Počítačového programu nebude v tomto smere obmedzená.

6.2. Zodpovednosť Predávajúceho za škodu spôsobenú Počítačovým programom a škodu spôsobenú v súvislosti s predmetom tejto Zmluvy je obmedzená iba do výšky Odmeny.

VIII.

ODSTÚPENIE OD ZMLUVY

7.1. Kupujúci je oprávnený od tejto Zmluvy odstúpiť v prípade, že Predávajúci riadne neodovzdá Kupujúcemu Počítačový program ani v lehote pätnástich (15) dní po uplynutí lehoty podľa článku 5.1 tejto Zmluvy.

- 7.2. Kupujúci je oprávnený od tejto Zmluvy odstúpiť aj v prípade, že:
- 7.2.1 ak sa dodanie Počítačového programu stane objektívne nemožným;
 - 7.2.2 ak sa ktorékoľvek z prehlásení Predávajúceho uvedených v tejto zmluve preukáže ako nesprávne alebo nepravdivé.
- 7.3. Predávajúci je oprávnený od tejto Zmluvy odstúpiť v prípade, že:
- 7.2.3 kupujúci neuhradí Odmenu v lehote stanovenej v článku 0;
 - 7.2.4 kupujúci riadne neprevezme Počítačový program; alebo
 - 7.2.5 dodanie Počítačového programu sa stane objektívne nemožným.
- 7.4. Odstúpenie od tejto Zmluvy je účinné okamihom doručenia písomného oznámenia o odstúpení druhej Zmluvnej strane. Odstúpením sa táto Zmluva od počiatku ruší. Ak bol Počítačový program už odovzdaný, musí byť Predávajúcemu vrátený do desiatich (10) dní od odstúpenia od tejto Zmluvy, pričom Kupujúci zodpovedá za škody vzniknuté na Počítačovom programe. Náklady spojené s navrátením Počítačového programu Predávajúcemu nesie tá Zmluvná strana, ktorá spôsobila vznik dôvodu na odstúpenie od Zmluvy. Predávajúci vráti peňažné prostriedky prijaté od Kupujúceho do pätnástich (15) dní od odstúpenia od tejto Zmluvy, a to rovnakým spôsobom, akým ich Predávajúci od Kupujúceho prijal. Predávajúci nie je povinný vrátiť prijaté peňažné prostriedky Kupujúcemu skôr, než mu Počítačový program vráti.
- 7.5. V prípade odstúpenia od tejto Zmluvy Kupujúci si nevytvorí žiadnu rozmnoženinu Počítačového programu a spraví všetky svoje už vytvorené rozmnoženiny Počítačového programu nepoužiteľnými, o čom odovzdá Predávajúcemu písomné prehlásenie.
- 7.6. Odstúpenie od Zmluvy nemá vplyv na záväzky sankčného charakteru, ani na záväzok mlčanlivosti podľa tejto Zmluvy.

IX.

OZNÁMENIE

- 8.1. Ak neustanovuje táto Zmluva výslovne inak, bude akékoľvek oznámenie vo všetkých prípadoch vyhotovené výlučne písomne a doručené na adresy alebo iný kontaktný údaj Zmluvných strán uvedený v záhlaví tejto Zmluvy, a to osobne, kuriérom, doporučenou poštou, zásielkovou službou, do dátovej schránky alebo na príslušnú e-mailovú adresu. V prípade doručovania prostredníctvom e-mailu sa oznámenie považuje za riadne doručené, ak je potvrdené prijatie takého e-mailu prijímajúcou Zmluvnou stranou.
- 8.2. Akékoľvek oznámenie urobené ktoroukoľvek Zmluvnou stranou voči druhej Zmluvnej strane je doručené v deň jeho doručenia na príslušnú adresu alebo kontaktný údaj danej Zmluvnej strany.

X.

MLČANLIVOSŤ

- 9.1. Zmluvné strany považujú obsah tejto Zmluvy za dôverný a zaväzujú sa zachovať po celý čas trvania záväzkov z tejto Zmluvy, aj po jej ukončení, mlčanlivosť ohľadom všetkých informácií získaných v súvislosti s touto Zmluvou a jej plnením a nevyužiť ich vo svoj prospech alebo v prospech tretích osôb v rozpore s touto Zmluvou, ibaže sa Zmluvné strany dohodnú inak, inak ustanoví zákon, iné právne predpisy, alebo táto Zmluva.
- 9.2. Záväzok mlčanlivosti nebráni Zmluvným stranám poskytovať informácie spriazneným osobám a poradcom, pokiaľ je poskytnutie informácií nevyhnutné pre riadne plnenie ich povinností podľa tejto Zmluvy a pokiaľ zabezpečia, že tretie osoby, ktorým majú byť informácie poskytnuté, budú nakladať s informáciami ako s dôvernými. Rovnako záväzok mlčanlivosti nebráni Zmluvným stranám poskytovať informácie štátnym orgánom na základe nimi doručenej výzvy.

- 9.3. Závazok mlčanlivosti sa nevzťahuje na informácie,
- a) ktoré sú povinne zverejňovanými informáciami a/alebo
 - b) ktoré sú informáciami sprístupňovanými na základe žiadosti oprávnenej osoby v zmysle zákona č. 211/2010 Z. z. o slobodnom prístupe k informáciám.

XI.

ROZHODNÉ PRÁVO, PRÍSLUŠNOSŤ SÚDU

- 10.1. Táto Zmluva a vzťahy z nej vyplývajúce sa riadia slovenským právom, najmä zákonom č. 513/1991 Zb. Obchodný zákonník, v znení neskorších predpisov (ďalej len „Obchodný zákonník“) a Autorským zákonom.
- 10.2. Všetky spory medzi Zmluvnými stranami súvisiace s touto Zmluvou budú rozhodované výlučne vecne a miestne príslušnými súdmi v Slovenskej republike.

XII.

ZÁVEREČNÉ USTANOVENIA

- 11.1. Ak neustanoví táto Zmluva výslovne inak, všetky zmeny záväzkov z tejto Zmluvy musia byť urobené v písomnej forme a podpísané oboma Zmluvnými stranami.
- 11.2. Prípadná neplatnosť alebo nevykonateľnosť niektorého ustanovenia tejto Zmluvy nespôsobuje neplatnosť alebo nevykonateľnosť ostatných ustanovení tejto Zmluvy. Zmluvné strany sú povinné takéto neplatné alebo nevykonateľné ustanovenia nahradiť bezodkladne ustanovením, ktoré bude platné a vykonateľné, a ktoré sa bude najviac približovať účelu sledovanému takýmto vadným ustanovením, a to formou písomného dodatku k tejto Zmluve.
- 11.3. Táto Zmluva zaväzuje právnych nástupcov Zmluvných strán.
- 11.4. Zmluvné strany zároveň vyhlasujú, že si Zmluvu pozorne prečítali, jej obsahu porozumeli, tento vyjadruje ich slobodnú a vážnu vôľu, bez akýchkoľvek omylov, Zmluvu neuzatvárajú v tiesni za nápadne nevýhodných podmienok, čo potvrdzujú vlastnoručnými podpismi, ktoré pripájajú.
- 11.5. Táto Zmluva nadobúda platnosť a účinnosť dňom jej podpisu oboma Zmluvnými stranami, nie však skôr ako budú splnené podmienky v zmysle § 47a zákona č. 40/1964 Zb. Občiansky zákonník.
- 11.6. Táto Zmluva bola spísaná v slovenskom jazyku v dvoch (2) vyhotoveniach, pričom každá zo Zmluvných strán obdrží jedno vyhotovenie.

Príloha 1 – Súlad s právnymi predpismi pre prevod softvérovej licencie a správne používanie

Príloha 2 – Zmluva o prevode

Príloha 3 – Príloha 1 (Annex_1) k Zmluve o prevode

V Bratislave dňa 29. 07. 2024

Evosolutions s.r.o.

Miroslav Náplavá
konateľ

23. 07. 2024
V Košiciach dňa

Krajský súd v Košiciach

JUDr. Frederika Zozuláková
predsedníčka

Súlad s právnymi predpismi pre prevod softvérovej licencie a správne používanie

Názov predávajúceho: Evosolutions s.r.o.
Adresa predávajúceho: Galvániho 15/C, 821 04 Bratislava - mestská časť Ružinov
Názov kupujúceho: Krajský súd v Košiciach
Adresa kupujúceho: Štúrova 29 04151 Košice
Dátum kúpy: 08. 07. 2024

Všetky informácie uvedené v dokumente a jeho prílohách sú predmetom obchodného tajomstva.

Obchod s použitým softvérom podlieha špecifickým právnym požiadavkám, ako to určujú rozsudky vynesené Európskym súdnym dvorom (ECJ, rozsudok vo veci C-128/11 z 3.7.2012) a následne Najvyšším súdom Spolkovej republiky Nemecko (Bundesgerichtshof - BGH, I ZR 129/08, 17. júl 2013; BGH I ZR 8/13, 11. december 2014) a v súlade s rozhodnutím švajčiarskeho súdu (Kantónsky súd – KG Zug, ES 2010 822, vykonávacie nariadenie zo 4. mája 2011). Za primeraných podmienok je predaj štandardného softvéru legálny (po tzv. vyčerpaní distribučných práv podľa článkov 1-5) bez potreby povolenia od majiteľa autorských práv. Podľa Najvyššieho súdu Spolkovej republiky Nemecko nadobúda kupujúci tohto takzvaného použitého softvéru zákonné právo používať softvér v súlade s účelom, na aký je určený (pozri bod 6).

Zákonný prevod nevyhnutne neznamená, že majiteľa autorských práv nechcú zabezpečiť, aby boli v jednotlivých prípadoch splnené zákonné požiadavky na zabezpečenie zákonného použitia, napríklad ako súčasť procesu auditu.

Preto treba rozlišovať medzi zákonným nákupom softvéru na jednej strane a prípadnými praktickými námietkami majiteľa autorských práv na strane druhej. Vo všeobecnosti platí, že majiteľ autorských práv bude namietat' na základe nedostatku dôkazov to, či nákup spĺňal podmienky stanovené judikatúrou.

Preto súhlas majiteľa autorských práv s prevodom licencie nie je vždy samozrejmosťou, a to ani v prípade, ak je možné licenciu previesť zákonným spôsobom. Bez súhlasu od majiteľa autorských práv vždy existuje zostatkové riziko právneho sporu.

Aby sa tomu zabránilo, v súvislosti so získanými softvérovými licenciami vám v nasledujúcej časti poskytneme informácie potrebné k tomu, aby bol prevod licencie v súlade so zákonom a s právami majiteľa autorských práv:

- 1) Softvér musí byť pôvodne zakúpený v EÚ alebo v inom zmluvnom štáte EHP alebo medzinárodne podľa švajčiarskeho práva (vo fyzickej forme na stiahnutie), a to v súlade s požiadavkami majiteľa autorských práv.

Fakturačná položka:	Microsoft®SQL Server Standard 2022 2Licences CoreLic
Množstvo položiek:	16
Krajina počiatočného uvedenia na trh:	Cyprus
Typ počiatočného uvedenia na trh:	Stiahnutie
Licencia:	Trvalá
Typ zmluvy:	EA
Číslo EA:	71E8A663
Číslo prihlášky:	U7358668

Licencia na počítačový program musí byť poskytnutá oproti zaplateniu poplatku, ktorým sa má majiteľovi autorských práv umožniť získať odmenu za ekonomickú hodnotu kópie softvéru (ktorá je dostatočná na to, aby majiteľ autorských práv získal príslušný licenčný poplatok).

Meno prvého nadobúdateľa: SCHOLA LTD

- 2) Poskytovateľ licencie musí poskytnúť prvému nadobúdateľovi licenciu na používanie softvéru na neobmedzený čas. Licencie uvedené v tomto dokumente boli poskytnuté ako súčasť vyššie uvedeného nákupu bez obmedzenia doby ich používania, ako je stanovené v licenčnej zmluve špecifikovanej v bode 1.
- 3) Akékoľvek aktualizácie alebo modernizácie softvéru zakúpeného prvým nadobúdateľom a stiahnuté nasledujúcim kupujúcim musia byť pokryté zmluvou uzavretou medzi poskytovateľom licencie a prvým nadobúdateľom.
Konkrétne v súlade s ustanoveniami o licencií/predpisoch produktu sú klienti spoločnosti Microsoft vo všeobecnosti oprávnení používať, okrem iného, aktualizácie alebo doplnky špecifické pre daný produkt.
- 4) Predchádzajúci držiteľ (držitelia) licencie musí (musia) urobiť akékoľvek kópie softvéru tak, aby sa nedali použiť. V súlade s pripojeným Vyhlásením o odinštalovaní, odstránení alebo zničení (pozri prílohu) prvý nadobúdateľ zabezpečil, že kópie softvéru boli vymazané alebo sa stali nepoužiteľnými do takej miery, že je splnené ustanovenie, ktoré požaduje, aby neexistovali žiadni ďalší používatelia softvéru podľa uvedenej zmluvy ani žiadne iné kópie alebo inštalácie. Takéto uistenie sa tu opäť poskytuje preventívne.
- 5) Podľa Najvyššieho súdu Spolkovej republiky Nemecko si kupujúci takzvaného použitého softvéru zakúpi licenciu na používanie softvéru v súlade s účelom, na aký je určený, alebo podľa Európskeho súdneho dvora získa „vlastníctvo“ kópie softvéru prvého nadobúdateľa alebo je príjemcom preverených práv na používanie podľa obsahu príslušnej softvérovej licenčnej zmluvy. Práva na používanie tak vyplývajú z licenčnej zmluvy a z ďalších zmluvných ustanovení uvedených v bode 1, najmä z Produktových podmienok alebo (do 1.7.2015) z Práv na používanie produktov v platnom znení, ktoré sú k dispozícii na: <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>. Podľa nich prvý nadobúdateľ ako člen patriaci do špecifickej skupiny osôb nie je právne relevantný pre obsah licencie, ak sú splnené podmienky uvedené v bodoch 1-5. Okrem toho právo používať softvér na určený účel nemôže byť obmedzené zmluvnými ustanoveniami, ktoré nepriaznivo ovplyvňujú alebo vylučujú predajnosť softvéru. Používanie softvéru na určený účel sa nemôže riadiť ustanoveniami licenčnej zmluvy, ktoré obmedzujú používanie softvéru na určitú skupinu používateľov alebo na konkrétny účel a ktoré by po vyčerpaní distribučných práv obmedzili voľnú predajnosť programu.
- 6) Predávajúci predáva rozmnoženinu počítačového programu kupujúcemu a prevádza na neho oprávnenie na použitie rozmnoženiny počítačového programu (licenciu) a kupujúci rozmnoženinu počítačového programu vrátane licencie od predávajúceho prijíma a zaväzuje sa za ňu zaplatiť dohodnutú kúpnu cenu.
- 7) Predávajúci prehlasuje a zaručuje kupujúcemu,
 - i. že uvedené rozmnoženiny počítačového programu boli zakúpené ako trvalé bez obmedzení prevoditeľnosti a bez podpory a bola za nich uhradená plná kúpna cena,
 - ii. že na uvedené rozmnoženiny počítačového programu sa nevzťahujú práva tretích strán,
 - iii. že rozmnoženiny počítačového programu nevyužíva a urobil svoje rozmnoženiny počítačového programu nepoužiteľnými, a to vrátane všetkých prípadných záložných rozmnožení či originálneho dátového nosiča, ak nebol tento odovzdaný kupujúcemu,
 - iv. že zakúpil rozmnoženiny počítačového programu výlučne za účelom ďalšieho predaja a nie sú využívané v jeho spoločnosti,
 - v. že nositeľ autorských práv udelil prvému nadobúdateľovi rozmnoženiny počítačového programu právo užiť rozmnoženinu počítačového programu bez časového obmedzenia,
 - vi. že nositeľ autorských práv poskytol súhlas na použitie rozmnoženiny počítačového programu oproti úhrade odmeny, ktorá mu umožnila dosiahnuť odplaty zodpovedajúcej hospodárskej hodnote rozmnoženiny počítačového programu, a
 - vii. že pokiaľ prevádzaná rozmnoženina počítačového programu v súčasnom stave vykazuje opravy a aktualizácie oproti rozmnoženine počítačového programu, poskytnutej prvému nadobúdateľovi, potom tieto opravy a aktualizácie boli pokryté zmluvou medzi prvým nadobúdateľom a nositeľom autorských práv.

Záruka spolupráce s výrobcom:

Ak by si výrobca softvéru vyžiadal ďalšie dôkazy z dôvodu pochybností o tom, či licencia bola získaná zákonným spôsobom, takéto dôkazy budú poskytnuté výrobcovi promptne a v úzkej spolupráci s ním.

Prílohy

Vyhlásenie o odinštalovaní, odstránení alebo zničení softvéru



Declaration of Software De-installation, Removal or Destruction

Vendor name: CHOLA LTD
Vendor address: PATRON 10, 6051, LARNACA , CYPRUS
Vendor ID: HE 245947
Representative: THEODOULOS Pavlides
Purchaser name: Evosolutions, s.r.o.
Purchaser address: Galvaniho 15/C, 821 04 Bratislava, Slovakia

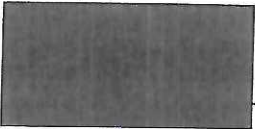
CHOLA LTD Declaration

In accordance with case law from the European Court of Justice (ECJ, Judgment C-128/11 of 3 July 2012) and subsequent judgements from the German Federal Court (BGH, Judgment I ZR 129/08, of 17 July 2013 and BGH, Judgment I ZR 8/13 of 11 December 2014), a subsequent acquirer may purchase a copy of software, given that the distribution right has been exhausted, and the licence that enables use of said software, only when the first licence holder (and any subsequent licence holders) have made their copies of the software unusable, at the point of sale to the subsequent acquirer at the latest. Considering this, as legal representative of the company named above, I hereby truthfully declare, and guarantee the correctness of the following information as evidence as part of the subsequent sale:

1. The computer programs listed on site 2 as well as the associated software licence (collectively hereinafter referred to as "software") were acquired and fully paid for by the seller in the European Economic Area and for use here from the manufacturer or a distributor authorized by it with perpetual rights of use within the meaning of the case law of the ECJ. The software is therefore our unrestricted sole property (within the meaning of the ECJ).
2. We are currently the legal owner of the software and are solely entitled to resell it.
3. The copies created/installed based on the transferred software shall not be used in any way from the time of delivery and shall be completely destroyed - including any backup copies and original data carriers - unless original data carriers were also supplied to us - according to the delivery bill. In this respect, further use by an employee is neither permitted nor possible.
4. All software copies of the computer programs mentioned on site 2 and acquired on the basis of the designated contract (including installations) as well as the associated software licences including backup copies as well as any associated original data carriers provided on the basis of the specific contract to the extent indicated have been destroyed/deleted/uninstalled in our company at the latest upon delivery by sending the above-mentioned invoice as well as corresponding installations have been uninstalled or otherwise rendered permanently unusable.
5. From the time of delivery, the software will no longer be used in our company in any way. Employees are neither permitted nor allowed to continue using the software.
6. The software will no longer be used as an update/upgrade basis or otherwise claimed.

Disclosure of Trade Secrets

The Purchaser acknowledges that, they may have access to or be given information that constitutes trade secrets of the receiving party. The Purchaser agrees not to disclose or use any such trade secrets for any purpose other than the use of licences and to take all reasonable measures to protect the confidentiality of such trade secrets.

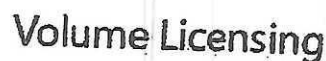


THEODOULOS Pavlides

Annex A: List of transferred products

Invoice Item	Quantity	Computer program and software licence	Agreement no.
1	40	Microsoft SQL Server 2022 Core 2 Lic	71E8A663





Program Signature Form

U7358668

71E8A663

GS180524219_EA

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this term, "Customer" can mean the signing entity, Endorser, Affiliate, Government Partner, Institution, or other party entering into a voluntary census program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Microsoft Business and Services Agreement	X20-10008
Enterprise Agreement	X20-10098
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10490
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Product Selection Form	0701006.008 PSF
Amendment to Contract Documents	CTM;D13;CTM;CTM;CTM;CTM;CTM;CTM; M298; CTM M239 - GS180615LBG .EA
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity	
Signature*	
Printed First and Last Name	
Printed Title	
Signature Date*	

* indicates required field

Microsoft Affiliate	
Microsoft Ireland Operations Limited	Microsoft® Microsoft Ireland Operations Ltd.
VAT number IE8256796U	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Ireland Operations Limited
One Microsoft Place,
South County Industrial Park,
Leopardstown,
Dublin 18,
D18 P521

Enterprise Agreement

Contents

1.	<i>Definitions.....</i>	1
2.	<i>How the Enterprise program works.....</i>	1
3.	<i>Licenses for Products.....</i>	2
5.	<i>Making copies of Products and re-imaging rights.....</i>	2
6.	<i>Transferring and assigning Licenses.....</i>	3
7.	<i>Term and termination.....</i>	4
8.	<i>Miscellaneous.....</i>	4
		5

This Microsoft Enterprise Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the earliest effective date of any Enrollment entered into under this agreement or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day."

This agreement consists of (1) these terms and conditions and the signature form, (2) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (3) the Product List, (4) the Product Use Rights, and (5) any Enrollment entered into under this agreement. If Customer is a qualifying government entity, the Qualifying Government Entity Addendum is incorporated by reference.

Please note: Documents referenced in this agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this agreement by reference, including the Product List, Product Use Rights and Qualifying Government Entity Addendum. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed and Services ordered.

Terms and Conditions

1. Definitions.

Terms used in this agreement but not otherwise defined will have the definition provided in the Master Agreement. The following definitions also apply:

"Customer" means the entity that has entered into this agreement with Microsoft and its Affiliates.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place orders for Products and Services.

"Enterprise" means Enrolled Affiliate and the Affiliates it chooses to include on its Enrollment.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Software Advisor" means an entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List.

2. *How the Enterprise program works.*

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses and Services. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products and procure Services by entering into Enrollments.
- b. **Enrollments.** There are two types of Enrollments—direct and indirect. In some locations, only direct Enrollments are available; in other locations, only indirect Enrollments are available. In certain locations, Enrolled Affiliates may choose either direct or indirect Enrollments.
 - (i) **Direct Enrollments.** Enrolled Affiliates ordering under a Direct Enrollment must select and work with a Software Advisor authorized in Enrolled Affiliate's location. The Software Advisor will assist in the preparation of the order and then transmit the order to Microsoft. Microsoft will directly invoice Enrolled Affiliate according to the payment terms stated in the applicable Enrollment. Microsoft may pay fees to Software Advisors and other third parties Microsoft authorizes to assist Enrolled Affiliates in exchange for their advisory services.
 - (ii) **Indirect Enrollments.** Orders under an indirect Enrollment must be submitted to an authorized Reseller. The Reseller and Enrolled Affiliate determine pricing and payment terms. Enrolled Affiliate pays the Reseller directly and Microsoft invoices the Reseller, according to the terms in the Enrollment.

3. *Licenses for Products.*

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Product Use Rights and the Product List. Microsoft reserves all rights not expressly granted in this agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Product Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Product Use Rights.**
 - (i) **Products (other than Online Services).** The Product Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Product Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply.
 - (ii) **Online Services.** For Online Services, the Product Use Rights in effect on the subscription start date will apply to Enterprise's use of the Online Service for the first 12 months of the subscription term, except as otherwise noted in the Product Use Rights. The process for updating the applicable use rights are detailed in the Product Use Rights.
- d. **Downgrade rights.** Enterprise may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. In that case, the Product Use Rights for the current version apply to the use of the earlier version. If the earlier Product version

includes features that are not in the new version, then the Product Use Rights applicable to the earlier version apply with respect to those features.

- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enterprise chooses not use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Product Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Acquisitions, divestitures, and mergers.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) an acquisition of an entity or an operating division, (2) a divestiture of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a merger including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement.

4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Enrolled Affiliate may make as many copies of Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and assigning Licenses.***

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Customer or an Affiliate.

b. **Notification of License Transfer.** Customer must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts>, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

c. **Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Product Use Rights.

6. ***Term and termination.***

a. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.

c. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of the notice, and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

d. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any

regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

- e. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. **Miscellaneous.**

- a. **Notices.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Microsoft may provide information about Enrollment deadlines and Online Services by email to contacts provided by Enrolled Affiliate under an Enrollment or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

- b. **Management and reporting.** Enrolled Affiliate must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- c. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) the Master Agreement, (2) this Enterprise Agreement, (3) any Enrollment, (4) the Product List, (5) the Product Use Rights, (6) orders submitted under this agreement, and (7) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- d. **Resellers and other third parties cannot bind Microsoft.** Resellers, Software Advisors, and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. **Applicable currency.** Any payments made to Microsoft must be in the Microsoft approved currency for the respective locale.
- f. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, gross receipts in lieu of sales tax, or other transaction taxes, or like taxes that are owed with respect to any order submitted under this agreement and which Microsoft is permitted to collect from Customer under applicable law or authority. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products or Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based on its net income or on its property ownership.

If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed to Microsoft and pay them to the

appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents Microsoft reasonably requests related to such withholding.

AGREEMENT ON THE PAID TRANSFER OF A COMPUTER PROGRAM

(hereinafter referred to as the "Agreement")

CONCLUDED BY THE FOLLOWING CONTRACTUAL PARTIES:

1. **CHOLA LTD**, registered office: Patron 10, 6051, Larnaca, Cyprus
Company ID: HE245947, represented by Theodoulos Pavlides,
executive director, as the transferor on one side

(hereinafter referred to as the "**Seller**")

and

2. **Evosolutions, s.r.o.**, registered office: Galvaniho 15/C, 821 04, Bratislava,
Company ID: 52 862 305, VAT ID: 2121211851, VAT Reg. No.: SK2121211851, e-mail:
, represented by Mgr. Tomáš Šťastný, executive director, as the
transferee on the other side

(hereinafter referred to as the "**Buyer**")

(The Seller and the Buyer hereinafter collectively referred to as the "**Contractual Parties**"
and each individually as a "**Contractual Party**").

THE CONTRACTUAL PARTIES HAVE AGREED AS FOLLOWS:

1. Subject of the Agreement

1.1. The subject of this Agreement is the regulation of rights and obligations of the Contractual Parties under this Agreement.

1.2. The content of the Agreement is the agreement of the Contractual Parties on the paid transfer of rights to a copy of the Computer Program / Computer Programs as specified in Annex No. 1 to this Agreement, as further defined in this Agreement, especially by the activation code (installation key) and annex which form an integral part of this Agreement (hereinafter referred to as the "**Computer Program**") from the Seller to the Buyer.

1.3. Under the conditions stated in this Agreement, the Seller hereby transfers the Computer Program and the user rights to it (license) to the Buyer, and the Buyer accepts the Computer Program and the license from the Seller and agrees to pay the fee specified in Article 3.

2. Declarations and Warranties of the Seller and the Buyer

2.1. The Seller declares and warrants to the Buyer that:

a) They are authorized to conclude this Agreement and duly fulfil it,

b) The Buyer will be entitled to use the Computer Program without disturbance.

2.2. The Buyer declares and warrants to the Seller that:

- a) They are authorized to conclude this Agreement and duly fulfil it,
- b) As of the date of the conclusion of this Agreement, they are the sole holder/user of the software. The Seller declares that they are authorized to grant the Buyer the license to use the software,
- c) They possess all installation keys (license keys) and access rights necessary for the use of the software in accordance with Microsoft's licensing terms.

2.3. If the Seller delivers the software on a physical medium, the Seller declares that they own the media, carriers, or other tangible items on which the software is stored.

2.4. The software is a software product that:

- a) Meets the characteristics of pre-existing commercially available software,
- b) Meets the criteria of a computer program according to § 87 of the Copyright Act,
- c) Is secondary software that was used by another user before the signing of the Agreement,
- d) The license associated with the software is a so-called perpetual license.

2.5. Microsoft products and services are software made and created by Microsoft, which determines the terms of their use and handling exclusive copyrights.

2.6. Microsoft or its established branch or affiliate is the manufacturer (vendor) of Microsoft products and services and has either implemented or agreed to the sale of software within the territory of the European Union (including the European Economic Area).

2.7. The licensing terms of Microsoft are the terms of use for Microsoft products and the terms of use for Microsoft online services.

2.8. The right to exhaustion is an institute by which the author's (manufacturer's) right to a copy expires on the date of the first sale of the product in the European Union market. The licensee acquires the right to further handle such software without third-party restrictions by paying the license fee and using the software in accordance with Microsoft's licensing terms. The licensee is entitled to use the software only in accordance with its functional designation.

3. Fee

3.1. The Contractual Parties agreed that the total fee for the Computer Program and the license (user rights to the Computer Program) amounts specified in Annex No. 1 to this Agreement.

3.2. The Fee will be paid based on the invoice issued by the Seller, which will have the attributes of a tax document and will be due within thirty days (30) days from its delivery to the Buyer. The Seller is entitled to issue an invoice for the Fee if the Computer Program has been handed over to the Buyer by the Seller.

3.3. The invoice will be paid by the Buyer via cashless transfer to the Seller's bank account specified on the invoice. The Fee is considered paid at the moment of crediting the amount of the Fee to the Seller's bank account.

4. Buyer's Rights and Obligations to the Computer Program

4.1. The Buyer acknowledges that the Computer Program is protected by Act No. 185/2015 Coll. Copyright Act and that it is protected against unauthorized reproduction and distribution. The Buyer undertakes not to modify, misuse, or distribute the Computer Program beyond the scope permitted by law, not to make it publicly available or take any steps that would aim to disrupt the legal protection provided to the Computer Program. The Buyer is responsible for any damage that such actions may cause.

4.2. The Buyer declares that they have been informed by the Seller of the extent of the license to the Computer Program and undertakes to comply with the obligations set out in the license to the extent of the rights transferred to the Buyer under this Agreement.

4.3. The Buyer confirms that they are aware of the main features, functionality data, including technical protection measures, and the interoperability data of the Computer Program with hardware and software, or that these facts were communicated to them when concluding this Agreement.

5. Delivery of the Computer Program, Transfer of Ownership and Risk of Damage

5.1. The Seller undertakes to deliver the Computer Program to the Buyer no later than 10 working days from the signing of this Agreement in the following manner:

a) By enabling the download of the Computer Program from a publicly accessible server, uploading the Computer Program to the Buyer's server, or any other manner agreed upon by the Contractual Parties.

5.2. The Buyer undertakes to take over the Computer Program, and if they fail to fulfil this obligation, they are obliged to cover the costs incurred by the Seller in this regard.

5.3. Together with the Computer Program, the Seller shall provide the Buyer with an activation code (installation key) for the installation and launch of the Computer Program (hereinafter referred to as the "Activation Code"). The Contractual Parties agreed that the Activation Code will be communicated to the Buyer upon delivery of the Computer Program.

5.4. To avoid any doubts, the Contractual Parties state that the Computer Program is duly delivered to the Buyer by enabling the Buyer to download/obtain the Computer Program and by sending the Activation Code.

5.5. The Buyer acknowledges that the Seller does not provide additional services related to the transfer of the Computer Program, particularly the installation of the Computer Program, technical support, consultations, etc.

5.6. The ownership right to the license keys and all documents and information related to the Computer Program and the risk of damage to them passes from the Seller to the Buyer at the moment of receipt of the data carriers by the Buyer.

6. Liability for Defects, Warranty

6.1. The Buyer acknowledges that the Seller does not provide a warranty for the quality of the Computer Program (this does not apply to the Activation Code), does not guarantee the functionality of the copy of the Computer Program (this does not apply to the Activation Code), is not obliged to examine the functionality of the Computer Program, and does not guarantee the functionality or defects of the Computer Program as such. The provision of the previous sentence that the Seller does not guarantee the functionality of the Computer Program shall be interpreted to mean that the Seller does not guarantee that the Computer Program will be installed incorrectly and/or in an environment that could affect its proper functioning; it is the Buyer's responsibility to ensure that the functionality of the Computer Program will not be limited in this respect.

6.2. The Seller's liability for damage caused by the Computer Program and damage caused in connection with the subject of this Agreement is limited to the amount of the Fee.

7. Withdrawal from the Agreement

7.1. The Buyer is entitled to withdraw from this Agreement if the Seller does not duly hand over the Computer Program to the Buyer even within fifteen (15) days after the period specified in Article 5 of this Agreement.

7.2. The Buyer is also entitled to withdraw from this Agreement if:

- a) The delivery of the Computer Program becomes objectively impossible;
- b) Any of the Seller's declarations contained in this Agreement proves to be incorrect or untrue.

7.3. The Seller is entitled to withdraw from this Agreement if:

- a) The Buyer does not pay the Fee within the period specified in Article 3.3;
- b) The Buyer does not duly take over the Computer Program; or
- c) The delivery of the Computer Program becomes objectively impossible.

7.4. Withdrawal from this Agreement is effective upon delivery of written notice of withdrawal to the other Contractual Party. Withdrawal cancels this Agreement from the beginning. If the Computer Program has already been delivered, it must be returned to the Seller within ten (10) days from the withdrawal from this Agreement, and the Buyer is responsible for any damage to the Computer Program. The costs associated with returning the Computer Program to the Seller shall be borne by the Contractual Party that caused the reason for the withdrawal. The Seller shall return the financial means received from the Buyer within fifteen (15) days from the withdrawal from this Agreement in the same manner as received from the Buyer. The Seller is not obliged to return the received financial means to the Buyer before the Computer Program is returned.

7.5. In case of withdrawal from this Agreement, the Buyer shall not create any copies of the Computer Program and shall render all their existing copies of the Computer Program unusable, providing a written declaration to the Seller.

7.6. Withdrawal from the Agreement does not affect obligations of a sanctioning nature nor the confidentiality obligation under this Agreement.

8. Notices

8.1. Unless expressly provided otherwise by this Agreement, any notice shall be made exclusively in writing and delivered to the addresses or other contact details of the Contractual Parties stated in the heading of this Agreement, either in person, by courier, registered mail, postal service, data box, or to the respective email address. In case of email delivery, the notice is considered duly delivered if the receipt of such an email is confirmed by the receiving Contractual Party.

8.2. Any notice made by either Contractual Party to the other Contractual Party is delivered on the day it is delivered to the respective address or contact detail of the respective Contractual Party.

9. Confidentiality

9.1. The Contractual Parties consider the content of this Agreement to be confidential and undertake to maintain confidentiality regarding all information obtained in connection with this Agreement and its performance throughout the duration of obligations under this Agreement and after its termination, and not to use them for their benefit or the benefit of third parties in violation of this Agreement, unless the Contractual Parties agree otherwise, unless otherwise provided by law, other legal regulations, or this Agreement.

9.2. The confidentiality obligation does not prevent the Contractual Parties from providing information to affiliated persons and advisors, provided that the provision of information is necessary for the proper fulfilment of their obligations under this Agreement and provided that they ensure that third parties to whom the information is provided will treat the information as confidential. Similarly, the confidentiality obligation does not prevent the Contractual Parties from providing information to state authorities based on their submitted request.

9.3. The confidentiality obligation does not apply to information that:

- a) Is information that must be disclosed by law and/or
- b) Is information disclosed based on a request by an authorized person under Act No. 211/2010 Coll. on Free Access to Information.

10. Governing Law and Jurisdiction

10.1. This Agreement and the relations arising from it are governed by Slovak law, in particular, Act No. 513/1991 Coll. the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and the Copyright Act.

10.2. All disputes between the Contractual Parties related to this Agreement shall be decided exclusively by the materially and locally competent courts in the Slovak Republic.

11. Final Provisions

11.1. Unless this Agreement expressly provides otherwise, all changes to the obligations under this Agreement must be made in writing and signed by both Contractual Parties.

11.2. Any invalidity or unenforceability of any provision of this Agreement does not cause the invalidity or unenforceability of the other provisions of this Agreement. The Contractual Parties are obliged to replace such invalid or unenforceable provisions without delay with a provision that will be valid and enforceable and that will most closely approximate the purpose pursued by such defective provision, by means of a written amendment to this Agreement.

11.3. This Agreement binds the legal successors of the Contractual Parties.

11.4. The Contractual Parties declare that they have carefully read the Agreement, understood its content, which expresses their free and serious will without any mistakes, and that they are not concluding the Agreement under duress or under conspicuously disadvantageous conditions, which they confirm by their own signatures.

11.5. This Agreement becomes valid and effective on the date of its signature by both Contractual Parties.

11.6. This Agreement was drawn up in the English language in two (2) copies, each Contractual Party receiving one copy.

In Bratislava on 10.05.2024

In Bratislava on 10.05.2024

Chola LTD

Evosolutions, s.r.o.

Theodoros Pavlides
Executive director

Mgr. Tomáš Šťastný
Executive director

ANNEX No. 1 TO THE AGREEMENT ON THE PAID TRANSFER OF A COMPUTER PROGRAM

Concluded on 10.05.2024

List of Computer Programs and Licenses

This Annex forms an integral part of the Agreement on the Paid Transfer of a Computer Program concluded between:

1. **CHOLA LTD**, registered office: Patron 10, 6051, Larnaca, Cyprus
Company ID: HE245947, [REDACTED] represented by Theodoros Pavlides,
executive director, as the transferor on one side

(hereinafter referred to as the "Seller")

and

2. **EvoSolutions, s.r.o.**, registered office: Galvaniho 15/C, 821 04, Bratislava,
Company ID: 52 862 305, VAT ID: 2121211851, VAT Reg. No.: SK2121211851, e-mail:
in [REDACTED], represented by Mgr. Tomáš Šťastný, executive director, as the
transferee on the other side

(hereinafter referred to as the "Buyer")

1. List of Computer Programs

The following Computer Programs are subject to the paid transfer under the Agreement:

No.	Name of Computer Program	Version	License Type	Quantity
[REDACTED]				
5	SQL Server 2022 Standard Core - 2 lic Core Lic	2022	Perpetual	40
[REDACTED]				

2. Additional Terms and Conditions

2.1. The Seller confirms that all listed Computer Programs are provided with valid licenses and are free from any legal defects or third-party claims.



2.2. The Seller agrees to provide all necessary technical support and documentation for the installation and activation of the listed Computer Programs.

2.3. The Buyer acknowledges receipt of the activation codes and agrees to use the Computer Programs in accordance with the licensing terms specified by the respective software manufacturer.

2.4. Any discrepancies or issues regarding the installation and functionality of the Computer Programs must be reported to the Seller within thirty (30) days of delivery.

3. Delivery Method

3.1. The Computer Programs will be delivered to the Buyer via the following method:

- Download link

3.2. The Seller will provide the activation codes for the Computer Programs via email to the Buyer's designated contact person [REDACTED]

