

Article 1 S2AP for FOOD – End User Licence Agreement (EULA)

Licence user:

1. This document contains information about companies from same corporate group. This is the list:
 - Sabris Holding, SE, Id. No.: 030 76 199, with its registered office at: Praha 5, Pekařská 621/7, PSČ 15500, registered in the Commercial Register kept by the Municipal Court in Prague, File No. H 1425,
 - Sabris CZ s.r.o., Id. No.: 042 01 523, with its registered office at: Praha 5, Pekařská 621/7, PSČ 15500, registered in the Commercial Register kept by the Municipal Court in Prague, File No. C 244079,
 - Sabris Solutions, SE, Id. No.: 087 65 804, with its registered office at: Praha 5, Pekařská 621/7, PSČ 15500, registered in the Commercial Register kept by the Municipal Court in Prague, File No. H 2305,
2. The S2AP for FOOD software solution is based on the SAP open platform as its software “superstructure”. The solution consists in software objects, in particular modules saved/installed in all the “namespaces” officially registered for development with SAP by Sabris CZ s.r.o., Id. No.: 042 01 523, or some other company from the same corporate group. The software modules are unambiguously identified by being saved in the “namespaces”.
3. Each user of the S2AP for FOOD software is obliged to have the necessary authorisations from SAP to use SAP software within the scope stipulated by SAP’s applicable licensing policy, otherwise such user’s licence to the S2AP for FOOD software is ineffective, despite being properly paid for and registered.
4. All the property rights to the S2AP for FOOD software are exercised by Sabris Solutions, SE, Id. No.: 087 65 804, with its registered office at: Prague 5, Pekařská 621/7, Postal Code 15500, registered in the Commercial Register kept by the Municipal Court in Prague, File No. H 2305, (hereinafter the “Licensor”).
5. The Licensor shall grant the rights of use pertaining to the S2AP for FOOD software solution under the terms and conditions of this EULA to any person who is not the Licensor’s competitor in the same market. The above restriction shall not apply if the Licensor becomes a dominant provider of comparable software solutions in the market.
6. The user of the S2AP for FOOD software solution is obliged to regularly pay the price for the licence for the S2AP for FOOD software solution based on the current price list that forms Annex 1 hereto. The price list may be modified by the Licensor, but not retroactively.
7. Scope of the Licence. The Licensor and the user shall agree on the scope of the licence in Annex 2 hereto. Then, the amount of regular payments for the licence that the user is obliged to pay under the payment terms specified in the current price list shall be calculated based on the scope of the licence and the current price list. The licence does not apply to software objects supplied by SAP.

8. The user of the S2AP for FOOD software may use the software to manage and monitor the user's processes in accordance with the relevant documents.
9. The user of the S2AP for FOOD software solution is authorised to use the software using SAP tools. More extensive modifications of the S2AP for FOOD software solution may constitute a copyright work within the meaning of the Copyright Act. Unless the Licensor and the user agree otherwise, the Licensor is entitled to unlimited use of such newly created work, including provision of sub-licences to third parties.
10. The user of the S2AP for FOOD software is not authorised to provide the licence to (i.e. to sub-licence) the S2AP for FOOD software to third parties and to transfer the user's licence to a third party without the Licensor's consent. The above does not apply to sale of an enterprise or its parts.
11. The user of the S2AP for FOOD software may use the licence itself, or for its group companies, if the user holds the necessary rights of use pertaining to the relevant SAP software and if the user paid the relevant price for the licence pursuant to the current price list.
12. The users of the S2AP for FOOD software may not reverse-analyse, decompile, break down or rename the software, pass the software off as some other software and/or the user's software, remove the identification of the Licensor and/or SAP, combine the software with other programs and develop the software otherwise than through SAP tools. Copying is governed by the terms and conditions of the SAP licence.
13. Liability. The user of the S2AP for FOOD software acknowledges that the S2AP for FOOD software is a program that, in principle, cannot be faultless, and the Licensor therefore cannot guarantee its 100% reliability. The Licensor in no way accepts any liability for the user's data. The user is obliged to back up the user's data used within the S2AP for FOOD software regularly, and to double or otherwise secure the user's solutions if the user wishes to use the S2AP for FOOD software to manage and monitor critical and/or risk processes. The Licensor is not responsible for achieving the purpose for which the user intends to use the S2AP for FOOD software unless the Licensor and the user agree otherwise in writing.
14. Breach of Licence Terms and Conditions If the user breaches the terms and conditions hereof, the Licensor may withdraw from the user the rights to use the S2AP for FOOD software. In such a case, the payments made are not refunded. If the Licensor believes that the breach of the licence terms and conditions was not intentional, or if the breach of the licence terms and conditions is not serious, the Licensor shall send to the user a written warning specifying a grace period to remedy the defective state of affairs prior to withdrawing the right to use the S2AP for FOOD software. Only after expiry to no effect of the grace period granted to the user in such a warning, the Licensor shall withdraw the authorisation to the use of the S2AP for FOOD software unless the Licensor and the user agree otherwise in writing in the meantime.
15. Termination of Licence. In the event of termination of the licence or if the Licensor withdraws from the user the authorisation to use the S2AP for FOOD software, the user is obliged to uninstall the S2AP for FOOD software, and to return to the Licensor the data carriers with the associated documents, if the S2AP for FOOD software was originally supplied to the user in such a form. In any case, the user is obliged to discontinue all manners of use of the S2AP for FOOD software.

16. This EULA was approved as the Licensor's offer on []. By virtue of attaching the user's signature below, preceded by joint filling in of Annex 2, where the Licensor and the user jointly determined the scope of the licence, the parties enter into the EULA.

17. This EULA is governed by the Czech laws.

User:

In Prague, on:

Signature: