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1. PREAMBLE

- 1.1 This End User License Agreement (hereinafter “EULA”) is a legally binding document specifying the legal relationship between the company Advantech B+B SmartWorx s.r.o., identification number 24148661, with its registered offices at Sokolská 71, Kerhartice, 562 04 Ústí nad Orlicí, registered with Regional Court of Hradec Králové, section C, record 31061 (hereinafter “Advantech”, “Us” or “We”) and you (either individual or entity) (hereinafter “You”).
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- 10.5 THIS CLAUSE IS SUBJECT TO CLAUSE 9 AND STATES OUR ENTIRE LIABILITY, YOUR SOLE AND EXCLUSIVE REMEDY, FOR DEFENSE, SETTLEMENT AND DAMAGES, WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY PRODUCT OR SOFTWARE PROVIDED UNDER THIS AGREEMENT.

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- 11.1 The License is effective from the moment of execution of this EULA.
- 11.2 This EULA is executed and becomes legally binding at the latest when You exercise Your rights granted by this EULA for the first time; when doing this, no further notice to Us from You is required for the contract to be effective.
- 11.3 If any provision of this EULA is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this EULA and the remaining provisions will remain in full force and effect.
- 11.4 The provisions of Clauses 9 and 10 shall survive any expiration or termination of this EULA.
- 11.5 This EULA is the entire agreement between You and Us relating to the Software. This EULA supersedes all prior communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.
- 11.6 This EULA and all rights and obligations arising on the basis of the EULA and in connection with it are governed by the laws of the Czech Republic with the exclusion of both the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 11.7 The Software is not intended for consumers. If You are a Consumer, You may not enter this EULA.
- 11.8 The Parties undertake to make every effort to eliminate any disputes arising on the basis of this EULA or in connection with this EULA, and to resolve them, first of all, through negotiations between contact persons or authorized representatives.
- 11.9 For the resolution of all disputes arising from this EULA and legal relationships involved shall be under sole jurisdiction of the courts of the Czech Republic.

Effective from 1st of March 2020