



End User License Agreement (EULA)

License agreement governing the use of Field-Map software provided by IFER – Monitoring and Mapping Solutions Ltd.

1. Introductory Provisions

This End User License Agreement (hereinafter referred to as the “EULA”) governs the rights and

obligations between **IFER – Monitoring and Mapping Solutions s.r.o.**, VAT No. CZ26391040, with its registered office at Čs. armády 655, 254 01 Jílové u Prahy, Czech Republic (hereinafter referred to as the “**Provider**”), and the end user (hereinafter referred to as the “**Licensee**”) in connection with the use of Field-Map software products.

This EULA applies to Field-Map computer programs, their individual parts and modules, demo data, electronic documentation, license keys, web services, and related components (hereinafter collectively referred to as the “**Product**”). The use of the Product may also be subject to additional specific terms expressly referenced in this EULA.

2. Copyright and Ownership

All rights to the Product within the meaning of Act No. 121/2000 Coll., the Czech Copyright Act (hereinafter referred to as the “**Copyright Act**”), belong to the Provider. The Provider declares that it is entitled to grant third parties the right to use the Product to the extent specified in this EULA.

The Licensee undertakes to comply with the Copyright Act and other applicable legal regulations governing the protection of intellectual property rights and the Provider’s trade secrets, in particular the principles, procedures, and know-how on which the Product is based.

3. Definitions

- **License** – the right to use the Product granted to the Licensee.
- **Fee** – the license fee for the Product according to the Provider’s valid price list.
- **Upgrade** – transition to a new version of the same or an extended Product.
- **Demo Version** – a version of the Product with limited functionality, intended exclusively for non-commercial purposes, provided solely for testing purposes and without entitlement to technical support.

4. Acceptance of the EULA

By opening, installing, launching, or otherwise using the Product, the Licensee confirms that they have read, understood, and unconditionally accepted this EULA.

If the Licensee does not agree with these terms, they must refrain from any use of the Product and request instructions from the Provider regarding termination of the License.

5. Grant and Scope of the License

The Provider hereby grants the Licensee a **non-exclusive, non-transferable license** to use the Product, including the right to use, run, display, and access the Product.

Unless otherwise agreed, the License is granted **for an unlimited period**. Rights to use the Product may, however, be subject to time-limited services (e.g. maintenance, updates, access to web services), the scope and duration of which are governed by the valid price list or a separate agreement.

Each License applies to **one access right only**. Sharing or simultaneous use of the Product by multiple users is not permitted unless expressly agreed otherwise.

6. License Restrictions

IFER – Monitoring and Mapping Solutions, Ltd. Čs. armády 655 254 01 Jílové u Prahy Czech Republic	Tel.: +420 241 950 607 Fax: +420 241 951 205 VAT.: CZ26391040	E-mail: info@ifer.cz Web: www.ifer.cz Web: www.fiekd-map.com	Account: 198244667/0300 Date 01.01.2026 Page: 1/3
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Without prior written consent of the Provider, the Licensee is not entitled to:

- provide the Product to third parties, sell, lease, sublicense, distribute, or otherwise transfer rights to the Product,
- modify the Product, create derivative works, perform reverse engineering, decompilation, translation, hacking, or other interference with the Product, except where expressly permitted by applicable law,
- reproduce or publicly publish the Product documentation.

The Licensee shall ensure compliance with this EULA by its employees and cooperating third parties.

7. Academic License

If the License has been granted under a **reduced academic discount**, the Product may be used exclusively for **non-commercial educational and research purposes**. Any commercial use is prohibited.

In the event of a breach of this provision, the Provider is entitled to retroactively demand payment of the full standard License Fee.

8. License Compliance

Upon the Provider's request, the Licensee shall provide a list of Product users or a declaration confirming that the Product is used in compliance with this EULA.

If access rights are transferred to another user, the Licensee shall notify the Provider of this fact without undue delay.

9. Penalties

In the event of a breach of this EULA, all rights of the Licensee to use the Product shall terminate. The Provider is entitled to impose a contractual penalty equal to the **Fee** for each unauthorized provision of the Product to a third party. This shall not affect the Provider's right to claim damages.

10. Warranty and Liability

The Provider warrants that, for a period of **24 months** from the date of granting the License, the Product will exhibit the properties described in the documentation or on the Provider's website.

The Product is provided as a general-purpose product and is provided **"as is"**. The Provider shall not be liable for damages resulting from improper use, misuse, or breach of this EULA, nor for indirect damages, loss of profit, or loss of data.

This limitation of liability shall not apply to damage caused intentionally or by gross negligence where such limitation is excluded by applicable law.

11. Claims

The Licensee shall report defects without undue delay after their discovery. Claims may be submitted electronically or in writing to support@ifer.cz. Legitimate defects may be remedied through repair or an **Upgrade** of the published version of the Product.

12. Confidential Information

Both parties shall protect confidential information obtained in connection with the performance of this EULA. The obligation of confidentiality also applies to employees and contractual partners.

13. Communication

IFER – Monitoring and Mapping Solutions, Ltd. Čs. armády 655 254 01 Jílové u Prahy Czech Republic	Tel.: +420 241 950 607 Fax: +420 241 951 205 VAT.: CZ26391040	E-mail: info@ifer.cz Web: www.ifer.cz Web: www.fiekd-map.com	Account: 198244667/0300 Date 01.01.2026 Page: 2/3
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The Provider is entitled to use the Licensee's contact details to send information related to the use of the Product. The Licensee may withdraw this consent at any time by email to info@ifer.cz.

14. Severability

The invalidity or unenforceability of any provision of this EULA shall not affect the validity of the remaining provisions.

15. Governing Law and Jurisdiction

This EULA shall be governed by the laws of the **Czech Republic**. Any disputes arising in connection with this EULA shall be resolved by the competent courts of the Czech Republic.

16. Final Provisions

This EULA is effective as of **1 January 2026** and replaces all previous license agreements. Amendments to this EULA shall apply to new Licenses or new services unless expressly stated otherwise.

The Licensee declares that they have read, understood, and freely accepted this EULA.

In case of any discrepancy between language versions, the Czech version shall prevail.

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