

LICENCE TERMS

VERSION 1.0

FOR THE USE OF THE MMS PLATFORM

EMRIS, spol. s r.o., registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 77232, with its registered office at Burianova 956/6, 142 00 Prague 4 – Libuš, Company ID No.: 26177463, VAT ID No.: CZ26177463, bank account No. 272050028/5500 maintained with Raiffeisenbank a.s. (hereinafter referred to as the “Provider”), hereby sets forth the licensing terms and conditions for the use of the MMS platform.

1. Introductory Provisions

1.1 These Licensing Terms and Conditions govern the rights and obligations between the provider of the MMS software platform (hereinafter referred to as the “Provider”) and the customer who is granted a licence to use the platform (hereinafter referred to as the “Customer”).

1.2 The MMS platform is a software application platform designed for the recording and management of business activities, documents, requests, processes, and tasks, with integration into the Microsoft 365 environment.

1.3 The platform extends the Microsoft 365 environment with a unified application layer for operating business applications, processes, and document management activities.

2. Licence Granted for the MMS Platform

2.1 The Provider grants the Customer a non-exclusive licence to use the MMS platform, without any time or territorial limitations.

2.2 The licence entitles the Customer to use the MMS platform to the extent specified in the Agreement and these Licensing Terms and Conditions.

3. Types of Licences

3.1 Customer Licence

The Customer Licence entitles the Customer to operate the MMS platform:

- within the Customer’s own infrastructure; or
- within the infrastructure of a service provider selected by the Customer.

The licence includes, in particular:

- operation of one production (PROD) instance,
- operation of one testing (TEST) instance,
- integration with the Customer’s Microsoft 365 tenant / Microsoft Entra ID,
- operation of one MMS application tenant,
- access for the agreed number of users.

3.2 Online License

The Online Licence entitles the Customer to use the MMS platform as a service operated by the Provider.

The licence includes, in particular:

- operation of one production (PROD) instance,
- integration with the Customer's Microsoft 365 / Microsoft Entra ID tenant,
- operation of one MMS application tenant,
- access for the agreed number of users.

The technical infrastructure (the application server, database server, and related services) is operated by the Provider or its hosting partner.

4. Standard Scope of the Licence

The standard MMS licence includes:

- one production system instance (PROD);
- one test system instance (TEST);
- integration with the Microsoft 365 environment;
- operation of one application tenant;
- access for the agreed number of users.

5. Users and Tenant

5.1 Users

The licence is granted based on the number of user accounts.

The licence may be extended in increments of 50 users unless otherwise agreed in the Agreement.

5.2 Definition of a User

A user of the MMS system is any account signed in to the MMS application tenant, including:

- user accounts;
- service accounts;
- system accounts used to operate the platform.

A user account counts towards the licence limit upon its first sign-in to the MMS system.

The Customer is responsible for managing and allocating licensed accounts.

5.3 Tenant

A tenant is a separate application environment within the MMS system intended for operating modules, processes, and data for a single organization or a defined part thereof.

Each tenant has:

- its own administration;
- its own system configuration;
- its own user access management;
- a separate data environment.

Each tenant is operated in isolation from all other tenants.

The licence includes the operation of one application tenant as standard.

Operating multiple tenants requires a contractual extension of the agreed licence scope, on the basis of which the number of user licences will be increased accordingly.

6. Rights and Obligations of the Customer

6.1 The Customer is entitled to make changes, modifications, and administrative interventions within the MMS platform. However, if such interventions impair the system's functionality, they shall not be covered by the warranty, and the Customer shall bear the costs of remedying any resulting issues.

6.2 In particular, the Customer is not entitled to:

- decompile the software;
- reverse-engineer the software;
- create derivative works;
- reproduce the software beyond the scope of the licence;
- distribute the software to third parties;
- make any other similar modifications or carry out activities contrary to the purpose of the licence granted.

6.3 The customer-specific layer of the system may not be used to develop competing software without the Provider's express prior written consent.

6.4 The Customer is not entitled to access the CORE database or the customer-specific layer without the Provider's consent.

6.5 The Provider is entitled to monitor the operation of the MMS platform for the purposes of verifying compliance with the licensed scope, reviewing the system configuration, performing maintenance and support activities, and ensuring compliance with these Licensing Terms and Conditions. For these purposes, the Customer shall provide the Provider with continuous access to the MMS platform settings.

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7. Protection of Source Code

7.1 The licence does not include the provision of the MMS platform's source code.

7.2 However, at the Customer's request and for an additional fee, the licence may be extended to include the provision of the source code for the customer-specific layer of the system.

7.3 The Customer may request the delivery of such source code at any time during the term of the licence. The Provider shall deliver the source code to the Customer within 30 calendar days of receiving payment of the fee for its preparation and delivery.

8. Amendments to the Licensing Terms and Conditions

The Provider reserves the right to update these Licensing Terms and Conditions. Agreements already concluded shall remain subject to the Licensing Terms and Conditions in effect at the time of their conclusion, unless the contracting parties agree otherwise.

Version	Effective date	Change	Description
1.0	October 21, 2025	First Edition	A new version of these Licensing Terms and Conditions supersedes all previous versions, including all terms and information contained therein.