

The Xperience Software Offer Letter.

Introduction.

This Xperience Software Offer Letter (the “**Offer**”) is made by and between the

Kentico Software CZ s.r.o., with its registered office at Nové sady 996/25, Staré Brno, 602 00 Brno, Czech Republic, company registration number 03902803, registered in the Commercial Register maintained by the Regional Court in Brno, file no. C 87324 (the “**Provider**”) and the

Company name: Univerzita Karlova - Farmaceutická fakulta Hradec Králové
with registered office at: Akademia Heyrovského 1203/8
Hradec Králové 500 05
registered in: Czech Republic
VAT number: CZ00216208
under company registration number:
Email address:
(the “**Customer**”; collectively the “**Parties**”).

1. Subject matter of the Offer.

1.1 The Provider hereby submits the Offer for the Xperience computer program (the “**Software**”) and for the right to use the Software. Upon confirmation of this Offer by the Customer, the Provider shall provide the Customer with the Software, and the Customer shall pay the Provider the contractual price under the conditions specified herein.

1.2 The Provider reserves for itself and other companies from the Kentico Group the right to reference the Customer as a client and display the Customer's logo and name on their websites and other promotional materials for marketing purposes. Any display of the Customer's logo and trademarks shall comply with the Customer's branding guidelines. The Customer shall cooperate with the Provider in marketing activities and shall provide marketing-supported activities such as the quote, the case study, or the video case study to the Provider.

2. Delivery of the Software and the payment terms.

2.1 Upon acceptance of this Offer by Customer's signature, a legally binding contract is concluded. The Provider will issue an invoice, to be paid by the Customer within 21 days of delivery. The Subscription Period starts from the Delivery Date (as defined below in sec. 2.3 of this Offer), unless agreed otherwise.

2.2 The Provider will confirm the acceptance of the payment by issuing a payment confirmation to the Customer's e-mail address specified in the heading of this Offer, unless Parties agree otherwise. The payment confirmation shall include information regarding other Software-related services, if ordered by the Customer.

2.3 The Provider will provide the Customer with a license serial number together with the payment confirmation, unless agreed otherwise. The Software is delivered when the license serial number is provided to the Customer by an e-mail sent to the e-mail address of the Customer ("**Delivery Date**"). Upon receipt of the license serial number, the Customer is entitled to generate the Software license key and to download copies of the Software from Provider's server.

3. Specification of the Software and pricing.

3.1 The Provider shall provide the Customer with the Software in the following Software edition and license model and the Customer is obliged to pay fees under the following price conditions:

Product Type	QTY	Unit Price	Subtotal
Upgrade to Xperience by Kentico, Advanced Custom License 100.00% Discount Advanced Tier, 10 Channels, 0 Micro Channels	1	Kč690,515.35	Kč1.00
Xperience Subscription Renewal 96.52% Discount Subscription period of 36 months	1	Kč6,156,000.00	Kč214,499.00
			Kč214,500.00

Total Kč214,500.00

Prices listed in this document are excluding taxes. Upon confirmation, Kentico will issue an invoice for the total amount inclusive of all taxes payable by the customer applicable in customer's resident state. The first issued invoice will include all fees payable for the first Subscription Period. Notwithstanding the obligation under this clause as set out in the table above, the Provider reserves the right to propose a new price to the Customer before the end of the Subscription Period/renewal. In such case, if the Customer does not accept the new Offer Letter, the obligation set out in this Offer shall remain unaffected.

3.2. Licence fee indexation:

Xperience by Kentico, Advanced Custom License

In the case of the Annual Payment Model, the Customer shall pay a recurring license fee for each year of the Subscription Period. The license fee 71500 CZK will be subject to an annual indexation determined by the Provider. The Provider shall notify the Customer about the adjusted amount of the recurring license fee thirty days before the end of the relevant subscription period. The Customer is entitled to refuse the license fee adjustment in writing before the end of the applicable annual period. In such case, the Subscription Period terminates as of the last day of the relevant yearly period unless agreed otherwise.

4. Final provisions.

4.1 This Offer is valid until 25 Feb 2026. It is necessary to update it after this date.

4.2 No terms and conditions of the Customer shall become part of this Offer, unless otherwise explicitly specified by the Provider in writing.

4.3 This Offer, as well as rights and obligations arising from or in connection with it, shall be governed by the laws of the Czech Republic, without regard to choice of law rules.

4.4 Each Party irrevocably agrees that the state courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Offer or its subject matter or formation (including non-contractual disputes or claims).

4.5 No amendment to or modification of this Offer is effective unless it is in writing and signed by an authorized representative of each Party.

4.6 In the event that the Parties conclude a new Offer Letter, the existing Offer and the new Offer Letter shall stand side by side and both shall remain valid.

4.7 The Customer agrees that the provision of the Software is subject to the Product Support Lifecycle Policy available at <https://www.kentico.com/services/support/support-lifecycle>.

4.8 Parties agree that the Offer is governed by the terms of the License Agreement available at https://www.kentico.com/getattachment/5de4a233-9cfb-444e-86be-a3f84194e85f/XbyK-and-KX13_Software-Licence-Terms_on-prem_v7-0.pdf (the "Terms"). The Terms and any defined terms provided therein are incorporated herein by reference and form an integral part of the Offer. In case of any discrepancies between the Offer and the Terms, the Offer shall prevail.

Acceptance. ☐

Provider

Customer